



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

March 13, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 March 13, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**CONCESSION AGREEMENT FOR THE
MANAGEMENT, OPERATION, AND MAINTENANCE
OF THE ARCADIA TENNIS CENTER
AT THE ARCADIA COMMUNITY REGIONAL PARK
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

The recommended actions will award a Concession Agreement for the management, operation, and maintenance of the Arcadia Tennis Center at Arcadia Community Regional Park.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the recommended Concession Agreement is categorically exempt from the provisions of the California Environmental Quality Act according to Sections 15301 and 15323 of the State California Environmental Quality Act Guidelines and Classes 4 (j) and 23 of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the agreement provides for contracting for normal operations and routine maintenance on existing facilities.
2. Approve and instruct the Chairman to sign a six year Concession Agreement effective May 1, 2012, with iTennis, Inc., for the management, operation, and maintenance of the Arcadia Tennis Center at Arcadia Community Regional Park. The Concession Agreement has an initial six year term, with one six year optional extension. Should the optional extension not be exercised, the agreement may be extended on a month-to-month basis, not to exceed 12 months and subject to the same conditions of the agreement. The Concession Agreement will provide a minimum revenue of \$15,600 each year, during the initial six year term.
3. Authorize the Director of the Department of Parks and Recreation to suspend, terminate, or

assign the Concession Agreement, if deemed necessary, in accordance with the approved terms and conditions of the Concession Agreement.

4. Authorize the Director of the Department of Parks and Recreation to exercise the one six year option, if in the opinion of the Director of the Department of Parks and Recreation, the Concessionaire has performed successfully during the initial contract term. In the alternative, authorize the Director of the Department of Parks and Recreation to extend the agreement for an additional twelve months, on a month-to-month basis, if the six year option is not exercised.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide a six year Concession Agreement with an optional six year renewal period to iTennis, Inc., (iTennis) for the management, operation, and maintenance of the Arcadia Tennis Center (Tennis Center) at Arcadia Community Regional Park (Arcadia Park). Approval of the Concession Agreement (Agreement) will allow iTennis to promote and enhance recreational tennis services to the public by providing: beginning, intermediate, and advanced professional tennis lessons; youth and adult tennis camps; host tennis tournaments; and provide management, operation, and maintenance of the Pro Shop and tennis courts.

Arcadia Park is a prime recreational facility for the residents of the San Gabriel Valley area. Current services/amenities at Arcadia Park includes: lawn bowling; a swim and aquatic program for youths and adults; 12 tennis courts and a pro shop; baseball diamonds; children's play areas; and a multi-purpose room available for use by community groups and the public.

The current Concessionaire will be notified of its contract termination with a 30 day advance written notification.

Implementation of Strategic Plan Goals

The recommended Agreement with iTennis will further the County's Strategic Plan Goals of Operational Effectiveness (Goal 1), by increasing revenues and providing funding for infrastructure improvements within the Tennis Center, and Community and Municipal Services (Goal 3), by offering accessible, affordable and quality tennis related services and activities to the surrounding communities.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the Agreement, iTennis shall pay a monthly amount equal to the greater of: 1) the minimum rent of \$1,300 per month or 2) the Department of Parks and Recreation's (Department) share of the total monthly gross receipts, as stated in the contract, in connection with the operation of the Tennis Center. The monthly minimum rent shall be adjusted every 2 years, based on the average of the previous 2 years rent paid to the County. However, the new adjusted monthly rent will not be less than the current monthly minimum rent.

In addition, the recommended Agreement requires iTennis to fund the resurfacing of all twelve tennis courts and provide maintenance of the Pro-Shop during the term of Agreement.

OPERATING BUDGET IMPACT

As a result of the recommended actions, the Department anticipates a small annual revenue increase to its operating budget from minimum monthly rent receipts. The increase will be effective

over the initial six year term of the Agreement.

The Department shall receive the greater of either the minimum monthly rent or the Department's share of the concessionaire's total monthly gross receipts from sales of tennis related activities and merchandise, as stated in the contract. This amount cannot be estimated at this time.

The Department will address in future years' budget requests as they become material and if the agreement is not terminated prematurely.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by the provision of Government Code Section 25907 to contract for a concession agreement for concessions and services that are consistent with public park and recreation purposes within Arcadia Park. The recommended Agreement is consistent with said purposes.

The initial term of the Agreement at Arcadia Park is for 6 years and includes a provision whereby the Director of the Department of Parks and Recreation (Director) may extend the Agreement for up to one six-year renewal option period for a maximum contract term of 12 years. Should the renewal extension not be exercised, the agreement may be extended on a month-to-month basis, not to exceed twelve (12) months and subject to the same conditions of the agreement. The Director may exercise the option if, at his discretion, iTennis is in compliance with all of the terms and conditions stated in the Agreement. The Agreement contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; the Defaulted Property Tax Reduction Program, Los Angeles County Code 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

iTennis has executed the attached Agreement and will provide the required insurance policies prior to the start of this Agreement naming the County as an additional insured.

County Counsel has approved the Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended Agreement is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Sections 15301 and 15323 of the State CEQA Guidelines and Classes 4(j) and 23 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, because the agreement provides for a concession and normal operations on existing facilities.

CONTRACTING PROCESS

On May 4, 2010, the Department issued a Request for Proposal (RFP) to manage, operate, and maintain the Arcadia Tennis Center at Arcadia Park by posting the RFP on the County's "Doing Business with Us" website. The website included a link to download the solicitation package and

bilingual instructions on how to contact the Department regarding this solicitation.

On June 2, 2010, a mandatory Proposers Conference was held and seven potential proposers attended. A facility walk-through of the Pro-Shop and tennis courts followed the conference.

On August 26, 2010, the Department received three proposals. The proposals were reviewed by the Department's staff to ensure compliance with mandatory minimum requirements outlined in the RFP. Having met those requirements, the three proposals were evaluated by an evaluation committee. The evaluation committee consisted of three evaluators.

Using the Informed Averaging Scoring methodology, the evaluation committee evaluated each proposal based on the criteria identified in the RFP, which included: Proposer's qualifications; rent and capital improvement contributions to the County, Proposer's maintenance and operational service plan; Proposer's proposed capital improvement program; Proposer's pro forma; acceptance/exceptions to terms and conditions of sample concession agreement. Based on these criteria, iTennis was determined to have met all requirements and was highest ranked Proposer.

One (1) Proposer requested and received a debriefing of its scores. On April 9, 2011, the Department received one (1) "Request for a Contractor Selection Review". On September 19, 2011, the Department received a "Request for a County Review Panel." Accordingly, on October 12, 2011, the Department requested that the Department of Internal Services (ISD) convene a County Review Panel. The hearing for the review was held on November 30, 2011. The County Review Panel found no evidence or factual basis to support the assertions made by the protester, and determined that the Department complied with all County policies and procedures related to the solicitation process. The final confirming report from the Chair of the County Review Panel was forwarded to the Department on December 12, 2011. A copy of the report was sent to the protester on December 13, 2011 via e-mail and U.S. mail.

On January 12, 2012, the Department held a community meeting at Arcadia Park, regarding the Arcadia Tennis Center, in which approximately 70 community members attended. The purpose of the community meeting was to answer questions and/or address any concerns the community had regarding the new Agreement.

Attachment I reflects the Proposer's minority participation. It should be noted that upon final analysis and award, iTennis was selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this Agreement will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County as a result of awarding this Agreement.

CONCLUSION

It is requested that an adopted copy of the action taken by the Board, and a fully executed copy of the attached Agreement be mailed to: iTennis, Inc., Attention: John Letts, 930 Lohman Lane, South Pasadena, CA 91030. In addition, it is requested that one adopted copy be sent to the Treasurer and Tax Collector, one adopted copy be sent to the Assessor, and three adopted copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russ Guiney", with a stylized, cursive script.

RUSS GUINEY
Director

RG:RM:KEH
CWK:CM:JN:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Appendix B: Required Forms

EXHIBIT 7

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All Proposers/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____



I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.



I AM



As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American			1			1
Hispanic / Latino				1	4	2
Asian or Pacific Islander					2	4
American Indian/ Alaskan Native			1			
Filipino American					1	1
White	1			1	3	8

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature: 	Title: President 8-25-2010	Date: 8-25-2010
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CONCESSION AGREEMENT



**BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
iTENNIS, INC.**

**FOR
MANAGEMENT, OPERATION AND MAINTENANCE
OF THE
ARCADIA PARK TENNIS CENTER**

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STANDARD EXHIBITS

- A COUNTY TENNIS POLICY
- B CONCESSIONAIRE'S SERVICE PLAN
- C GENERAL MAINTENANCE PLAN
- D SITE MAP
- E IRS NOTICE 1015
- F CONCESSIONAIRE'S EEO CERTIFICATION
- G SAFELY SURRENDERED BABY LAW
- H REQUIRED SPECIFICATIONS FOR RESURFACING TENNIS COURTS
- I SAMPLE COLORS FOR TENNIS COURTS
- J SMOKING BAN ORDINANCE
- K MONTHLY RENT FORM
- L CAPITAL IMPROVEMENT PROJECTS
- M CHARITABLE CONTRIBUTIONS CERTIFICATION
- N CULTURAL RESOURCES ASSESSMENT EXCERPTS

**CONCESSION AGREEMENT FOR THE
MANAGEMENT, OPERATION, AND MAINTENANCE OF THE
ARCADIA TENNIS CENTER**

THIS AGREEMENT, made and entered into this 13th day of March, 2012,

BY AND BETWEEN **COUNTY OF LOS ANGELES**, a
body corporate and politic,
hereinafter referred to as "County,"

AND

ITENNIS, INC., hereinafter referred to
as "Concessionaire,"

RECITALS

WHEREAS, County owns Arcadia Park and Arcadia Tennis Center; and

WHEREAS, the County Board of Supervisors is authorized by the provision of Government Code Section 25907 to lease County park and recreation real property for the provision of services and property improvements consistent with public park and recreation purposes; and

WHEREAS, the use granted provides for the operation, maintenance of the pro shop, tennis courts, collection of fees, and provision of tennis lessons to the public, selling of prepackaged food items and non-alcoholic beverages, and containing appropriate controls to ensure public use of the facilities is consistent with said purposes; and

WHEREAS, County and Concessionaire agree that the primary objective for Concessionaire's performance under this Agreement is to maximize the public use of Arcadia Tennis Courts and the revenue to be received by the County as a result thereof;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, and N are attached hereto and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - County Tennis Policy
- 1.2 EXHIBIT B - Concessionaire's Service Plan
- 1.3 EXHIBIT C - General Maintenance Plan
- 1.4 EXHIBIT D - Site Map
- 1.5 EXHIBIT E - IRS Notice 1015
- 1.6 EXHIBIT F - Concessionaire's EEO Certification
- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Required Specifications for Resurfacing Tennis Courts
- 1.9 EXHIBIT I - Sample Colors for Tennis Courts
- 1.10 EXHIBIT J - Smoking Ban Ordinance
- 1.11 EXHIBIT K- Monthly Rent Form
- 1.12 EXHIBIT L - Capital Improvement Projects
- 1.13 EXHIBIT M - Charitable Contributions Certification
- 1.14 EXHIBIT N - Cultural Resources Assessment Excerpts

2.0 DEFINITIONS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.
- 2.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 2.2.1 **Agreement:** Agreement executed between County and Concessionaire. It sets forth the terms and conditions for the issuance and performance of services.
- 2.2.2 **Agreement Year:** the 365 day period commencing on the first day of the month following the approval of this Agreement by the Board of Supervisors and each following 365 day period thereafter throughout the term of this Agreement.
- 2.2.3 **Auditor-Controller:** the Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
- 2.2.4 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.2.5 **Building Official:** The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.
- 2.2.6 **Capital Improvement:** any construction project which, as determined by the Director, extends the useful life and/or increases the capacity of the tennis facility.
- 2.2.7 **Concession:** The privilege of engaging in the commercial activities authorized herein on the public property designated therefor.
- 2.2.8 **Concessionaire:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.
- 2.2.9 **County:** the County of Los Angeles.
- 2.2.10 **Department:** The Los Angeles County Department of Parks and Recreation or an authorized representative thereof.
- 2.2.11 **Director:** the Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.
- 2.2.12 **Gross Receipts:** Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Agreement, is defined to be the total amount received and/or collected, in all money, cash receipts, assets, property or other things of value, including by barter or exchange. Gross receipts include but

are not limited to: gross charges, sales, rentals, fees and commissions received and/or made or earned by collected by the Concessionaire during the reporting period whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted, or performed in whole or in part, on the premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise, including sales through vending machines. Gross receipts shall include the amount of any manufacturer's or importer's excise tax included in the prices of any property or material sold, even though the manufacturer or importer is also the retailer thereof, and it is immaterial whether the amount of such excise tax is stated as a separate charge.

2.2.12.1 Except as specifically provided below or by policy statement issued by Director, there shall be no deduction from gross receipts for any overhead cost or expense of operations, such as, but without limitation to, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. If Concessionaire included an amount in gross receipts that Concessionaire subsequently determines is uncollectible (e.g., due non-sufficient funds of payor, etc.), Concessionaire may deduct such amount from Concessionaire's subsequent gross receipts to the extent Concessionaire previously included such amounts in gross receipts and paid the County all amounts due thereon. Concessionaire shall separately itemize any such deductions when reporting gross receipts. Concessionaire shall timely include such deductions when reporting gross receipts. If Concessionaire subsequently collects any amount previously deducted under this section,

Concessionaire shall include such collection in gross receipts for the period the Concessionaire collected such amount.

- 2.2.12.2 Except as specifically provided below or by policy statement issued by the Director, gross receipts reported by Concessionaire must include the full usual charges for any services, goods, rentals or facilities provided by Concessionaire. Gross receipts shall not include the following: direct taxes imposed upon the consumer and collected therefrom by the Concessionaire such as, but not limited to, Federal, State, or Municipal retail sales taxes, or related direct taxes, which are direct taxes paid periodically by Concessionaire to a governmental agency accompanied by a tax return statement.

The Director, by policy statement consistent with recognized and accepted business and accounting practices, upon consultation with Concessionaire, and with the approval of the Auditor-Controller and County Counsel, may further interpret the term "gross receipts" as used in this Agreement.

- 2.2.13 **Gross Sales Price:** The total consideration resulting from the transfer of Concessionaire's interest in the concession, or portion thereof, determined by the total cash payments and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.

- 2.2.14 **Inclement Weather:** Weather conditions that include, but are not limited to, rain, flooding, extreme cold or heat, that may impair travel conditions, cause power outages, or otherwise impede public safety or make opening a facility impossible or more difficult.

- 2.2.15 **State:** the State of California.

2.2.16 **Term:** the initial Term, and any additional terms, and any extension periods shall be collectively referred to herein as the "Term" of this agreement.

2.2.17 **Treasurer and Tax Collector:** As used herein, the term "Treasurer and Tax Collector" shall mean the Director of the County's Department of the Treasurer and Tax Collector or his authorized representative(s)..

3.0 USE GRANTED

3.1 Concessionaire is hereby authorized and required to manage, operate, and maintain a Tennis Center facility, and conduct activities, including but not limited to: scheduling of tennis court use; tennis lessons and tennis tournaments; participation in community outreach to further the interest in the playing of tennis at discounted or free programs and/or clinics; selling, purchasing, storing and repairing tennis related merchandise and equipment; selling of pre-packaged foods and non-alcoholic beverages from within the interior of the Pro Shop.

3.1.1 In connection with this endeavor, Concessionaire shall have the exclusive use of the demised premises during the days and hours of operation identified herein, Operating Responsibilities, of this Agreement, subject to the right of the Director to schedule the use of the demised premises for special events as provided for in **Paragraph 14.23, Use of Facilities**, of this Agreement.

3.1.2 Notwithstanding the above authorization, all proposed services, merchandise and activities to be provided by the Concessionaire must be submitted in writing by Concessionaire for approval by the Director.

3.2 Should the Department enter into a contract providing for an official beverage vending provider, the Concessionaire shall, within one (1) year of written notification from the Department, exclusively sell the same non-alcoholic beverage product line in the interior of the Pro Shop as is provided by the Department's official beverage vending provider. However, after the one (1)

year written notification, Concessionaire may sell non-alcoholic beverage types not provided by the Department's official beverage vending provider, only upon obtaining the County's prior written consent.

3.3 Vending Machines

By separate license agreement with a third party provider (hereinafter the "provider"), the County has or will approve the placement of vending machines, and authorized the sale of non-alcoholic beverages from said vending machines at the Arcadia Tennis Center; and

Concessionaire may not install any vending machines, fountain beverage machines, or otherwise sell any food or beverages anywhere on the demised premises other than as specifically provided in **Paragraph 3.1** hereinabove.

3.4 DEPARTMENT USE OF DEMISED PREMISES

Notwithstanding **Paragraph 14.6, Days and Hours of Operation**, of this Concession, the Department reserves the right to schedule the use of the demised premises for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with Concessionaire..

3.5 Concessionaire shall provide and maintain the necessary inventory of prepackaged food and beverage merchandise required to meet the needs of the public therefor.

4.0 DEMISED PREMISES

4.1 County hereby authorizes the Concessionaire to manage and operate a tennis concession upon the designated grounds within the real property consisting of Arcadia Tennis Center. The tennis courts shall remain the same unless otherwise changed by County.

4.2 Concessionaire shall, at its sole cost, keep and maintain the demised premises and all structures, improvements, fixtures, trade fixtures, equipment, which may now or hereafter exist thereon, in good operable, useable and sanitary order and repair, and in a good safe and first-class condition throughout the term of this agreement, making such repairs and

replacements, and doing such rebuilding and restoration, as may be required to comply with the requirements of this Agreement.

- 4.3 The demised premises, as shown on the attached **Exhibit D** which by this reference is incorporated herein, shall be used only and exclusively for tennis operations and such other purposes as are related thereto provided express approval therefor is granted by the County's Director of the Department of Parks and Recreation (Director) and for no other purposes whatsoever.
- 4.4 Concessionaire acknowledges personal inspection of the demised premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the operation of the tennis concession. Concessionaire accepts the demised premises in its present condition and agrees to make no demands upon County for any improvements or alteration thereof.
- 4.5 Any improvements, additions, alterations or changes to the demised premises shall be subject to: prior written approval by the Director; securing of applicable permits by Concessionaire; and compliance with such terms and conditions as may be imposed thereon by the Director.
- 4.6 Concessionaire understands and agrees that this Agreement is by license and not lease; and confers only permission to occupy and use the concession premises described for prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Concessionaire any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy thereunder shall not confer any interest or estate in the premises by virtue of said use, occupancy and/or expenditure of money thereon; and it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the premises for the concession granted herein.
- 4.7 Concessionaire hereby acknowledges the title of County, and/or any other public agencies having jurisdiction thereover, in and to the demised premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

- 4.8 Ownership of all existing structures, and of all structures, buildings and/or improvements constructed by Concessionaire upon the demised premises and all alterations, additions or betterments thereto, shall immediately vest and be vested in County at all times during and after the term hereof, without compensation being paid therefor. Such structures, buildings and/or improvement shall be surrendered to County with the remainder of the demised premises upon termination of this Agreement. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture or otherwise, the Director may require the Concessionaire to remove said structures, buildings and/or improvements upon written notice ninety (90) days prior to the date of termination of this Agreement. Should Concessionaire fail to remove said structures, buildings and improvements, same may be sold, removed or demolished, and Concessionaire shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.
- 4.9 The County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the concession premises for utilities and/or public access provided that County shall exercise such rights in a manner as will avoid any substantial interference with the operation to be conducted hereunder. Should the establishment of such easements permanently deprive Concessionaire of the use of a portion of the concession premises, an abatement of payments may be provided in an amount proportional to the total area of the premises in the before and after conditions, at the Director's sole discretion.

5.0 TERM OF AGREEMENT

- 5.1 The term of the agreement shall be for a period of six (6) years effective May 1, 2012, following execution by the Board of Supervisors.
- 5.2 The County shall have the sole option to extend the Agreement term for an additional six (6) year option term, for a maximum Agreement term of twelve

(12) years. The option term shall be exercised at the sole discretion of the Director provided: 1) the Concessionaire has satisfactorily completed, as confirmed by the Director, the required capital improvements and is current with rent obligations stated herein; 2) the Concessionaire is in compliance with all other provisions of this Agreement.

- 5.3 The Director shall provide notice to the Concessionaire prior to expiration of the initial term of the Agreement stating whether or not the option term will be exercised.
- 5.4 In the event the County does not exercise the option term, the Directory may extend the term on a month to month basis, not to exceed twelve (12) months, and subject to the conditions of this Agreement. This extension shall not be a renewal thereof, and shall be at the monthly compensation provided herein consistent with the schedule of consideration provided for hereinafter.

6.0 CONSIDERATION

- 6.1 In consideration for the use granted herein, the Concessionaire shall pay to the County (1) a monthly minimum amount of \$1,300 or (2) the sum of percentages of monthly gross receipts (**Paragraph 6.2**), whichever is greater.
- 6.2 The percentages of gross monthly receipts to be used in the determination of said monthly rent payments are:

Receipt Categories	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Food and Beverages	10%	10%	11%	11%	12%	12%
Merchandise	10%	10%	11%	11%	12%	12%
Equipment Repair/Rental	5%	5%	6%	6%	7%	7%
Lessons (private & public)	15%	15%	15%	15%	15%	15%
Court Reservation	20%	20%	20%	20%	20%	20%
Tournament Entrants	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$4.00
Tennis Camps	10%	10%	10%	10%	10%	10%
Other Tennis Revenue	10%	10%	10%	10%	10%	10%

For consideration in extending the contract for the additional six (6) year option term, the percentages of gross monthly rent for each year shall be:

Receipt Categories	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Food and Beverages	13%	13%	13%	14%	14%	14%
Merchandise	13%	13%	13%	13%	13%	13%
Equipment Repair/Rental	8%	8%	8%	9%	9%	9%
Lessons (private & public)	15%	15%	15%	15%	15%	15%
Court Reservation	20%	20%	20%	20%	20%	20%
Tournament Entrants	\$5.00	\$5.00	\$5.00	\$6.00	\$6.00	\$6.00
Tennis Camps	10%	10%	10%	10%	10%	10%
Other Tennis Revenue	10%	10%	10%	10%	10%	10%

- 6.3 The monthly minimum rent shall be subject to re-adjustment every two (2) years on the anniversary of the commencement date of the agreement throughout the term, including the option term if exercised. The adjusted monthly minimum rent shall never be less than the previous monthly minimum rent. The adjusted monthly minimum shall be an amount equal to one-twelfth (1/12) of eighty percent (80%) of the average of the percentage rental due over the preceding two (2) years. The words "percentage rental due" means Concessionaire's liability for the two (2) years under review as determined by the calculation of rental due to County through the application of the percentages set forth in **Paragraph 6.2**. For example, assume that the percentage rental paid for the first and second year under review is \$20,000 and \$21,000. Based on this assumption, the adjusted monthly minimum would be \$1,366.67. This \$1,366.67 amount is the result of applying the percentage rental paid for the two (2) years under review, adding them together ($\$20,000 + \$21,000 = \$41,000$), dividing that total by two (2) ($\$41,000 / 2 = \$20,500$), multiplying the resulting two (2) year average figure by eighty percent (80%) ($\$20,500 \times 0.80 = \$16,400$), and dividing the product by twelve (12) ($\$16,400 / 12 = \$1,366.67$).
- 6.4 The Concessionaire shall pay an amount equal to two percent (2%) of the Concessionaire's total monthly gross receipts received as part of the Concessionaire's Capital Improvement Program (CIP) obligation. Said amount shall be deposited into the hereinafter mentioned Capital Improvement Program Fund (CIPF). The distribution of moneys deposited,

and any interest earned thereon, shall be based as provided in **Section 12** hereinafter.

- 6.5 Payments shall be made to the Department on or before the fifteenth (15th) day of the calendar month following each month of the term of this Agreement. Payment shall be by check and made payable to the County of Los Angeles Department of Parks and Recreation. However, any check that is returned for non-sufficient funds, for any reason, the Concessionaire shall pay an additional thirty-three (33) dollar service fee. **Exhibit K, Monthly Rent Payment Form**, along with all supporting documentation (e.g. tournament draw sheets, etc.) with any payments shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927. The Treasurer/Tax Collector shall add a late payment charge of two percent (2%) compounded interest per month to any late payment(s) received after the 15th day of the calendar month. However, the late payment charge herein provided may be waived, whenever the Director, in his sole discretion, finds the late payment excusable by reason of extenuating circumstances. At no time during the term of this Agreement shall the County be obligated to notify the Concessionaire of the accumulation of late payment charges.

7.0 CHANGES AND AMENDMENTS

- 7.1 The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The Director reserves the right to add/or change such provisions as required by the County's Board of Supervisors. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Director and Concessionaire.
- 7.2 Notwithstanding the above, this document may be modified only by further written Agreement between the parties. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of

County, until approved by Board of Supervisors, unless the Director has delegated authority to execute said modification.

8.0 ACCOUNTING RECORDS

- 8.1 All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset. In addition, such cash registers must have a tape located within the register upon which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a technical or electrical failure of the cash registers, Concessionaire shall record by hand all collections, and issue a sequentially pre-numbered customer's receipt in like manner.
- 8.2 Concessionaire shall furnish the Director with a monthly gross receipts report showing the amount payable therefrom to the County. Such a report shall accompany each monthly payment required to be made as provided herein. The monthly reporting period shall be by calendar month rather than monthly anniversary date of the effective date of this Agreement (see **Exhibit K Concessionaire Monthly Rent Form**). In addition thereto, Concessionaire shall furnish an annual profit and loss statement and a balance sheet prepared by a person and in a form acceptable to the County. The annual profit and loss statement shall be submitted within sixty (60) days of the close of the calendar year or sixty (60) days after termination of the agreement.
- 8.3 Concessionaire shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursements of Concessionaire in connection with the operation. The method of accounting, including bank accounts, established for said operation shall be separate from the accounting system used for any

other business and/or personal financial affairs operated by Concessionaire. Such method shall include the keeping of the following documents:

8.3.1 Regular books of accounting such as general ledgers;

8.3.2 Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;

8.3.3 State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County;

8.3.4 Cash register tapes (daily tapes may be separated but shall be retained so that from day to day the sales and/or rentals can be identified);

8.3.5 Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts;

8.4 All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement and for five (5) years thereafter. In addition, the County may, from time to time, conduct an audit and re-audit of the books and business conducted by Concessionaire and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act (Government Code 6250-6270).

8.5 In the event that an audit or review conducted by the Auditor-Controller and/or Director finds that, due to Concessionaire's non-compliance with its obligation to report gross receipts received in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to County can be determined, Director may, at his option, (1) bill Concessionaire for said losses, said amount to be paid to County within thirty (30) days following billing therefor unless otherwise specified by Director; and/or (2) use the Security Deposit as provided for herein; and/or, (3) assess

liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to correctly report gross receipts, and a projected loss of revenue due to County. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500.00) per day for each day of the loss period as determined by County, and that the Concessionaire shall be liable to the County for liquidated damages in said amount.

- 8.6 Should the Director find that the additional rental payment due to County exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there being no reasonable basis for the failure to report and pay thereon, Concessionaire shall also pay the cost of the audit as determined by County and pay any penalty heretofore provided for the delinquent payments.

9.0 SECURITY DEPOSIT

- 9.1 Prior to the commencement of this Agreement, Concessionaire shall pay to the Director the sum of Five Thousand Dollars (\$5,000) in the form of a cashier's check and made payable to the County of Los Angeles Department of Parks and Recreation. The Security Deposit (Deposit) may be held in a non-interest bearing account.
- 9.2 Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Concessionaire, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of Concessionaire's operation; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of Concessionaire's operation; a breach of obligations assumed by Concessionaire herein with respect to the requirements therefore by County,

including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

- 9.3 In the event any or all of said Deposit is applied in satisfaction and/or mitigation of damages, Concessionaire shall immediately make payment in same manner and delivered to same payee such sums as are necessary to restore the Deposit to the full amount required hereunder.
- 9.4 Said payment shall be returned to Concessionaire upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

10.0 CAPITAL IMPROVEMENT PROGRAM (CIP)

- 10.1 Capital improvements are any construction projects which, as determined by the Director, extend the useful life and/or increase the real estate value of the property. Director and Concessionaire may agree that various capital improvement(s) mutually agreed upon, shall be completed as necessary to improve and/or ensure the usability of the premises. In the event that the Director and Concessionaire fail to mutually agree upon a capital improvement, then the Director has, at all times, the final decision on capital improvement(s) approval and implementation.
- 10.2 Prior to commencement of construction, Concessionaire shall obtain the Director's written approval of all plans, specifications and construction cost estimates, using a minimum of three bids or proposals, for the improvements to be constructed upon the demised premises. No modification of said plans, specifications, or improvements, including landscaping, shall be made by Concessionaire without written approval thereof by the Director. Concessionaire agrees that County may have on the site, at any time during the construction, an inspector who shall have the right of access to the premises and the construction work.

- 10.3 The parties agree that any delay in the construction due to fire, earthquake, war, labor dispute or other events beyond the control of Concessionaire shall extend the time in which said construction must be completed by the length of time of such delay.
- 10.4 Concessionaire shall construct, perform, complete and maintain all construction and installations covered by this Agreement in a good and workmanlike manner and with high quality materials, and shall furnish all tools, equipment, labor and material necessary to perform and to complete same. Upon completion of the improvements, Concessionaire shall furnish the Director with one (1) complete set of as-built construction drawings on mylar or its equivalent acceptable to the Director (all circuit breakers, mechanical equipment, switches, plumbing and fire sprinkler section and main valves shall be plainly labeled and a master index shall be provided); operating manuals for building equipment and systems; and copies of all written warranties. Upon termination of this Agreement whether by expiration of term or cancellation, Concessionaire shall assign to County all express warranties furnished by other persons in connection with the provision of labor and/or material to the works of improvement covered by this Agreement. Upon review by and consultation with County's Risk Manager, Concessionaire shall provide such insurance coverage as Director may reasonably deem necessary for the contemplated CIP project.
- 10.5 It is understood that the construction and/or improvements required herein may, at the discretion of Concessionaire be constructed in phases, each phase being separated from the other by a period of time to be mutually agreed upon by Concessionaire and the Director. In the event the required construction be phased as herein provided, **and subject to the provisions of Section 10.0 herein**, diligent prosecution thereof shall require commencement of each phase on or before the date selected for commencement thereof and shall require completion of construction as provided for herein.

- 10.6 Commencement of construction shall occur after the Concessionaire receives written approval from the Department of the plans, specifications and construction cost estimates for the capital improvement(s). The Concessionaire agrees to commence work within a reasonable timeframe but not to exceed thirty (30) days after approval from the Department. The Director may administratively adjust the 30-day schedule when, in the opinion of the Director, circumstances occur that are not the fault of the Concessionaire and which cause a delay to the construction commencement schedule.
- 10.7 Upon completion of the capital improvement(s) and acceptance by the Director, the Auditor-Controller shall be instructed by the Director to issue a warrant to the Concessionaire in the amount of the actual construction cost as reflected by a paid invoice(s).
- 10.8 Arcadia Park has been determined eligible for listing on the California Register of Historical Resources as a Historic District under Criterion 1 because of its association with events that have made a significant contribution to the broad patterns of California's history. The tennis Pro Shop/stadium/bathroom structure and several of the tennis courts are contributing structures to the Historic District. Any proposed improvements to the park must comply with the "Secretary of the Interior's Standards for the Treatment of Historic Properties" (Secretary's Standards). The entire Secretary's Standards are found at the following website: <http://www.nps.gov/hps/tps/standguide/>. Pertinent sections of the Cultural Resources Assessment for Arcadia Park, which identifies what resources are eligible for listing on California Register of Historical Places, are in **Exhibit N**.

10.9 Required Capital Improvement

Concessionaire shall, at its own expense and without any CIP funds, begin and complete the capital improvement of resurfacing and repainting all tennis courts with an accredited contractor, during the third year of the term or sooner. The Concessionaire shall follow the procedures as identified in

Section 10, Capital Improvement Program, of this agreement and shall follow the specifications located in the attached **Exhibit H, Required Specifications for Resurfacing Tennis Courts**. Such improvements shall be completed in their entirety no later than the end of the third year of the term.

10.10 Concessionaire's Capital Improvement

In addition to the required capital improvement, Concessionaire has agreed to capital improvements identified in **Exhibit L, Capital Improvement Projects**. The Concessionaire shall follow the procedures as identified in **Section 10, Capital Improvement Program**, of this agreement. The amount of contributions to the CIP fund used for capital improvements are dependent on revenue generated during the term of the agreement. Should contributions during the term and any option term of this agreement, and any fundraising and/or grants, be insufficient to fund the project, the Concessionaire shall be responsible for the balance of the funds to complete the project. In the event that any of these projects identified in **Exhibit L** are not approved, the Concessionaire shall commit the same financial amounts to other projects proposed by the Concessionaire or by the Director, and approved by the Director.

10.11 Comply With All Public Contracts Code

The project's labor cost shall be prepared pursuant to the State Prevailing Wage law for the applicable worker classifications.

11.0 CAPITAL IMPROVEMENT PROGRAM FUND

- 11.1 Concessionaire shall be responsible for providing capital improvement funds during the initial and option term of the Agreement. There is a CIPF currently set up by the Auditor-Controller for the Arcadia Tennis Center. The CIPF is administered by the County. The Concessionaire shall pay two percent (2%) of all monthly gross receipts as a separate payment to the monthly rent. The County shall deposit the said two percent (2%) into the CIPF. All CIPF shall be used exclusively for Arcadia Tennis Center's future renovations and

disbursed at the discretion of the Director pursuant to this Section. At the termination or expiration of this Agreement, all unexpended monies shall be retained by the County.

- 11.2 The County shall deposit twenty-five percent (25%) of the monthly rent received from Concessionaire into the CIPF with the County Treasurer. The Concessionaire shall pay two percent (2%) of all monthly gross receipts as a separate payment to the monthly rent. The County shall deposit the said two percent (2%) into the CIPF. The distribution of monies so deposited and the interest earned thereon, if any, shall be based upon the Director's sole discretion.
- 11.3 The monies deposited and accumulated in the CIPF shall at all times be administered by the County as trustee. At the termination or other expiration of this Agreement, all unexpended funds shall be retained by the County.
- 11.4 It is expressly understood by County and the Concessionaire that any and all distributions from CIPF shall be used exclusively for capital improvements within the demised premises as identified in **Exhibit D, Site Map**.
- 11.5 Subsequent to receipt and review of any capital improvement project requests, excluding those projects list in **Exhibit L**, the Director shall either authorize expenditures from the CIPF, modify or disapprove said requests. In either event, the Concessionaire shall be informed of the Director's decision. In the event such request is approved, Director shall authorize the release of monies from the CIPF to complete the requested works as outlined in **Section 10.0** hereinabove.
- 11.6 Notwithstanding the above, the Director shall have the sole option to use the CIPF to consult with a History Consultant to remain eligible with the California Register of Historical Resources.

12.0 DESTRUCTION OF THE DEMISED PREMISES

- 12.1 In the event the demised premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, Concessionaire shall either restore the premises or terminate this Agreement, after

assurance of receipt of insurance proceeds are to be paid to the County. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County, in its sole discretion, shall either restore the premises or terminate this Agreement. County shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance. With the Director's prior written approval, said insurance proceeds, if any, may be held for the benefit of Concessionaire only in the event of an election by Concessionaire to restore the premises and shall be disbursed in installments as construction progresses for payment of the costs of restoration upon satisfactory performance of the work required, as evidenced by certification of completion by the Director and release of mechanic's liens by all persons furnishing labor and materials thereon. If the proceeds of insurance are insufficient to pay the actual costs of restoration, Concessionaire shall deposit the amount of the deficiency with the County upon demand therefor by the Director, and said sums shall be held for payment of said costs and disbursed in the manner heretofore provided. Any undistributed funds shall be retained by County and credited to the rental reserved over the remaining term of this Agreement. In the event Concessionaire elects to restore the demised premises, and Director approves plans, specifications, and construction cost estimates for the restoration thereof shall be prepared by Concessionaire and forwarded to Director for approval prior to the performance of any work thereon. All work shall be performed in accordance with the approved plans and specifications, unless changes therein are approved in advance thereof by Director. 12.2 If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to be made by Concessionaire may be abated and/or other relief afforded to the extent that the Director, in his sole discretion, determines the damage and/or restoration interferes with the agreement operation provided a claim therefor is filed with the Director within one hundred (100) days of notice of election to restore the premises. Any such claim may be denied if the destruction of the demised

premises is found by the Director to have been caused by the fault or neglect of Concessionaire. Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

- 12.3 Concessionaire shall cooperate in the restoration of the demised premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.
- 12.4 The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of the Arcadia Park Tennis concession by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said park due to the partial or total closure thereof has affected the Agreement.
- 12.5 Concessionaire agrees to accept the remedy heretofore provided in the event of a destruction of the demised premises and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

13.0 CONSTRUCTION BY COUNTY AFFECTING DEMISED PREMISES

- 13.1 In the event County shall construct or cause construction within the demised premises, this Agreement shall continue in full force and effect, except that the payments to be made by Concessionaire may be abated and/or other relief afforded to the extent that the County, in its sole discretion, may determine the construction interferes with the authorized operations, and provided a claim therefor is filed with the Director within one hundred (100) days of commencement of construction.

- 13.2 Concessionaire agrees to cooperate with County in the event the construction affects the demised premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities. Concessionaire further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 13.3 Following completion of the new facility, Concessionaire shall resume its operations therefrom within thirty (30) days of written notice from the Director that the demised premises are tenantable.
- 13.4 The aforementioned provisions of this section shall also be applicable in the event of performance of work at the Arcadia Park Tennis Concession that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of the demised premises due to the partial or total closure thereof, has affected the Concessionaire's operations.
- 13.5 Concessionaire agrees to accept the remedy heretofore provided in the event of construction upon the demised premises and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

14.0 OPERATING RESPONSIBILITIES

14.1 Advertising and Publicity Materials

- 14.1.1 Concessionaire shall not, nor shall it authorize another to promulgate or cause to be distributed any advertising or publicity materials unless prior approval thereof is obtained from Director. Said approval shall not be unreasonably withheld or delayed. Such materials shall

include, but are not limited to: advertising in newspapers, magazines and trade journals, the internet, and radio and/or television commercials.

14.1.2 In recognition of the Concessionaire's need to identify its services and related clients to sustain itself, the County shall not prohibit the Concessionaire from publishing in any of its bids, proposals, and sales materials that it has been awarded this Agreement by the County of Los Angeles, with the understanding that such materials are to be prepared in a professional manner, and that the materials are subject to the requirements of **Paragraph 14.1** of this Agreement.

14.1.3 Credit for the County

Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which contains the words "Arcadia Park Tennis Concession", or any derivative thereof, shall also include the phrase "a unit of the County of Los Angeles Department of Parks and Recreation System" with the County seal and the Parks and Recreation Department logo, unless specifically approved otherwise by the Director.

14.2 Names, Logos, Trademarks and Copyright

Any name, logos, trademarks and/or copyrights developed during and/or pursuant to this contract which will in any way associates with, identify or implicate an affiliation with the County of Los Angeles, shall be approved by the County, shall belong to the County upon creation, and shall continue in the County's exclusive ownership upon termination of the agreement.

14.3 Compliance with Laws, Rules and Regulations

Concessionaire shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the Agreement, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory

agency having jurisdiction thereover. Further, Concessionaire shall conform to and abide by all rules and regulations and policies of the County's Board of Supervisors, the Director of the Department of Parks and Recreation, and any other County agencies insofar as the same or any of them are applicable.

14.4 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Concessionaires or its subcontractors to complete **Exhibit M, Charitable Contributions Certification**, the County seeks to ensure that all County Concessionaires and its subcontractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Concessionaire and/or its subcontractors which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

14.5 Concessionaire's Staff and Employment Practices

14.5.1 Concessionaire shall maintain adequate and proper staff for its authorized operations. Concessionaire shall designate an Operations Manager with whom County may deal with on a daily basis. Any person selected by Concessionaire as an Operations Manager shall be skilled in the management of businesses similar to the operation and shall be subject to approval by the Director. The Operations Manager shall devote substantial time and attention to the operations authorized herein and renders such services and convenience to the public as are required. The Operations Manager shall be fully acquainted with the operation, familiar with the terms and the

conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.

14.5.2 At any time prior to or during the term of this Agreement, the County shall require that all of the Concessionaire's staff performing work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Agreement. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Concessionaire, regardless if the Concessionaire's staff passes or fails the background clearance investigation. All background reports on current and future staff hired by the Concessionaire will be submitted to the Director.

14.5.3 The Director may at any time give Concessionaire written notice to the effect that the conduct or action of a designated employee of Concessionaire is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the demised premises. Concessionaire shall transfer or reassign any such employee within a reasonable period of time following notice thereof from the Director, and such employee shall not be assigned to any other County Department of Parks and Recreation facility.

14.5.4 The Concessionaire warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Concessionaire shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L.

99-603), or as they currently exist and as they may be hereafter amended. The Concessionaire shall retain all such documentation for all covered employees for the period prescribed by law. The Concessionaire shall indemnify, defend and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Concessionaire or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

14.5.5 The Concessionaire shall establish an identification system for personnel assigned to concession which clearly indicates to the public the name of the person(s) on duty and responsible for collecting fees. The identification system shall be furnished at the Concessionaire's expense and shall include appropriate attire, name badges and/or name plates as specified by the Director.

14.6 Days and Hours of Operation

The Concessionaire shall keep said operation open every day, including weekends and Holidays with the exception of Christmas day. The minimum hours of operation shall be the same as for the tennis pro shop office on each day the said operation is required to be open. Concessionaire shall post hours of operation in a visible location. Open play on the courts may be suspended during periods of inclement weather. Concessionaire shall comply with the approved schedule of days and hours of operation unless prior written authorization to deviate from said schedule is obtained from the Director.

Upon closing the Pro Shop, Concessionaire shall lock up the adjacent restroom no sooner than 9:00 pm and no later than 11:00 pm.

Concessionaire shall maintain a phone answering device in the name of the Concessionaire and shall respond to any message left by County within a twenty-four (24) hour timeframe.

14.7 Disorderly Persons

Concessionaire shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the demised premises and, if necessary, will call upon the aid of peace officers to assist in maintaining peaceful conditions.

14.8 Filming

In the event that any filming is proposed to be conducted on the Concession Premises, Concessionaire will be required to obtain prior written approval from the Director as well as all required filming permits from the County of Los Angeles, Film LA Inc. and any other regulatory agencies having jurisdiction thereover. Additionally, the Department shall be entitled up to 80% of the proceeds received from the filming company as determined in the sole discretion of the Director.

14.9 Tennis Tournaments and Programs

Concessionaire acknowledges that tennis tournaments are currently and customarily held at Arcadia Tennis concession and agrees to continue to accommodate and encourage such tournaments and to favorably consider suggestions for additional events intended to accommodate the public, increase tennis play at the courts, and otherwise mutually benefit the parties hereto. Concessionaire shall schedule reserved starting times for tournaments.

14.10 Habitation

The demised premises shall not be used for human habitation, however, Concessionaire, at its sole expense, may engage a night watchman or patrolman, as specifically approved in writing by the Director.

14.11 Illegal Activities

Concessionaire shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the demised premises or any

other activities that are prohibited by county ordinances or other applicable regulations.

14.12 Prices

14.12.1 Concessionaire shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public on or from the demised premises. The Director hereby reserves the right to review and approve said prices; any increase requires prior approval from Director. Said prices shall be fair and reasonable and based upon the following considerations: that the Use Granted is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Director notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall make such price adjustments as may be ordered by the Director within thirty (30) days of receiving said notification.

14.12.2 Fees for tennis court reservations are set at \$4.00 for prime time hours and \$3.00 for non-prime time hours. Prime time hours are Monday through Friday from 5:00 p.m. until 9:00 p.m. and Saturday and Sunday from 8:00 a.m. until 11:00 a.m. For Los Angeles County holidays, the rates are set at \$3.00 per hour. The Director reserves the right to change reservation fees.

14.13 Public Use

14.13.1 Concessionaire shall use its best efforts to maximize the public use of the tennis courts at the demised premises and the facilities thereon.

14.13.2 No collection of membership fees, in any manner, shall be allowed by the Concessionaire or any of its staff, for the use of the tennis facilities at the demised premises.

14.14 Quality of Services

Service to the public is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Concessionaire agrees to manage, operate and conduct its operation in a first-class manner, providing similar activities, programs and services. Concessionaire, following receipt of written notification therefore, shall immediately withdraw or remove from sale any goods, services, and/or merchandise which may be found objectionable to the Director based on findings that the provision of such terms are not in the best interest of the public welfare.

14.15 Reporting

The Concessionaire or his representative shall meet with the Director or his representative once every month, or at such other times as may be required by the County to review Concessionaire's performance under this Agreement and to discuss any problems or matters as determined by the County.

14.16 Tennis Court Availability

14.16.1 The Concessionaire shall maintain a reservation system to record reservations of tennis courts and issue permits for patrons, groups, and/or leagues. The current day's tennis court reservations (including those courts reserved for lessons) shall be posted in the pro shop and kept up to date when reservations for that day are requested. The County reserves the right to modify or replace any tennis court reservation system in its sole discretion.

14.16.2 Concessionaire shall follow the rules and regulations set forth in **Exhibit A – Arcadia Community Regional Park Tennis Center Rules and Regulations**. No changes to those rules and regulations shall be made without prior written approval from the Director.

14.17 Professional Tennis Lessons

14.17.1 Lessons shall be provided by a professional tennis instructor currently certified with the United States Professional Tennis Association (USPTA) and/or the United States Professional Tennis Registry (USPTR) with a minimum of one (1) year of verifiable experience in tennis instruction and have been approved in writing by the Director. Such approval shall not be unreasonably withheld.

14.17.2 Tennis instructors shall observe the rules and regulations for the play of tennis on County courts as identified in **Exhibit A – Arcadia Community Regional Park Tennis Rules and Regulations**.

14.18 Safety

Concessionaire shall immediately correct any unsafe condition of the concession premises, as well as any unsafe practices occurring thereon. Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the concession premises. Concessionaire shall cooperate fully with County in the investigation of any accidental injury or death occurring on the concession premises, including a prompt report thereof to the Director. Concessionaire shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Concessionaire's structures, enclosures, vehicles, and equipment.

14.18.1 Concessionaire's staff shall act as First-Aid responders and must have, at all times, a current certification in Cardiopulmonary Resuscitation (CPR) in order to assist any member of the public who is in need thereof, because of illness, or injury occurring on the Concession premises.

14.18.2 Concessionaire is required to have an Emergency Plan on hand and it shall be posted at an accessible location. Employees shall be familiar with all rescue procedures in the plan. The plan shall

include safety guidelines and emergency contact numbers. Such guidelines should meet the local fire department and health and safety codes.

14.18.3 Inclement Weather

Concessionaire shall make an assessment of the demised premises to determine if it safe for use by the public. In regard to the courts being out of operation whenever play must be temporarily suspended on the facility due to inclement weather conditions, the decision on when to allow play to resume will be made by the Concessionaire.

14.19 Sanitation

No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the demised premises. Concessionaire shall provide that all refuse is collected as often as necessary, and in no case less than once a week, and shall pay all charges which may be made for the removal thereof. Concessionaire shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director, to maintain the demised premises in a sanitary condition.

14.20 Security Devices

Concessionaire, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the demised premises from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director.

14.21 Signs

Concessionaire shall not post signs, notices, posters, or leaflets upon demised premises or improvements thereon unless prior written approval thereof is obtained from the Director.

14.22 Trade Fixtures

Concessionaire shall provide and install all appliances, furniture, fixtures and equipment that are required for the tennis concession. Prior to taking possession of the tennis concession, Concessionaire and County shall take an inventory of its own equipment. Concessionaire shall provide a copy of the Concessionaire inventory for review and approval. During the last thirty (30) days preceding the termination of this Agreement, the County and Concessionaire will conduct a walk-through of the premises with the inventory check list to ensure that all parties are in agreement of the ownership of trade fixtures and equipment belonging to each party. Concessionaire shall remove all personal items identified on the check list from the demised premises, other than for those items of personality, which have been furnished by the County or so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Concessionaire fail to so remove said appliances, furniture, fixtures, equipment, door locks and padlocks within said thirty (30) day period, Concessionaire shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Concessionaire shall reimburse County for any and all costs, as determined by the Director, incurred in excess of any consideration received from the sale, removal or demolition thereof.

14.23 Use of Facilities: Restrictions

Concessionaire shall obtain Director's prior written approval of 1) any events or activities not otherwise specifically provided for and authorized herein, or 2) any events or activities requiring the exclusive use of the demised premises or any portion thereof, including, but not limited to: Exclusive-Use Tennis Tournaments; and use of facilities by Special Interest Groups.

14.24 Utilities

The Concessionaire shall pay \$150 per month for the water, electricity, and gas needed to serve the demised premises. All other utilities, including

telephone and other communication services, shall be the sole responsibility of the Concessionaire. The telephone number shall be placed in the name of the Concessionaire and shall not be transferred to any other location. Concessionaire waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the demised premises. Concessionaire shall not in any way alter or modify any of the County's utilities systems and/or equipment.

14.24.1 Concessionaire shall make every reasonable effort in its operations to minimize County's costs for utilities, including monitoring the use of tennis courts lights.

14.24.2 County, at its sole discretion, and at any time during the term of this Agreement, may install or cause to be installed separate metering systems for gas, water and/or electricity services to the Arcadia Tennis Center. At such time, Concessionaire shall establish accounts in its own name and Concessionaire shall be solely responsible for all costs incurred and payments of gas, water and electricity subject to negotiation with the Director.

14.25 Concessionaire Maintenance Responsibilities

14.25.1 Concessionaire shall submit a weekly maintenance schedule to the Director for review.

14.25.2 Concessionaire, at its own expense, shall be responsible for maintaining all repairs to and replacement of all improvements and equipment thereof in good and substantial condition, including the painting thereof upon written request by the Director. Concessionaire shall, in a timely manner, perform all repairs as required for the maintenance thereof and in compliance with all laws applicable thereto including but not limited to:

Pro Shop

- Daily maintenance of the pro shop interior & locker rooms.

- Painting of interior walls of the pro shop as needed or at Director's request.
- Replacement of interior/exterior light bulbs of the pro shop as needed or at Director's request.
- Replace broken window glass.
- Repair and/or replace carpeting and/or tiles.
- Repair and/or replace broken or damaged doors.
- Repair plumbing and lighting fixtures inside the pro shop as needed or at Director's request.

Tennis Courts

- Sweeping and/or blow cleaning of all courts and concrete walkways daily and/or as needed.
- Repair and/or replace tennis nets, net cables, net headbands, and center straps as needed or at Director's request.
- Repair and/or replace tennis court umpire seats and court-side spectator benches as needed or at Director's request.
- Litter controls twice a day or more frequently if needed.
- Repair the Public Address system as needed or at Director's request
- Repair Windscreens.
- Report to Director any tennis court light bulbs that need to be replaced.
- Provide tennis court light bulbs to the Director who will replace the burned out or broken light bulbs.

Restroom

- Daily visual inspection of restroom supplies and provides general cleanliness.
- Replenish restroom supplies as provided by the County.

14.25.3 In addition, Concessionaire shall be responsible for repairing damage to the exterior of the facility caused by malicious mischief,

vandalism or burglary of the tennis center. All maintenance shall commence within thirty (30) days of the need thereof and diligently prosecuted to completion of same, except where the state of disrepair is such that an emergency or hazard is created thereby in which event there shall be an immediate correction thereof.

14.25.4 The County shall be responsible for maintaining the following:

- Concealed utility lines
- Roofing of the Pro Shop, grandstand, and restrooms
- Provide restroom supplies
- Painting exterior of the pro shop
- Replacing tennis court light bulbs supplied by the Concessionaire
- Repair/replace Pro Shop ceiling
- Repair/replace drinking fountains
- Replace or upgrade electrical system
- Repair/replace restroom fixtures in Pro Shop

14.26 County's Right to Enter

14.26.1 The Director shall have the right to enter upon the demised premises at any and all times for the purpose of inspection, evaluation, and observation of Concessionaire's operation. During these inspections, they shall have the right to photograph, film, or otherwise record conditions and events taking place upon the demised premises. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the County or another governmental entity with jurisdiction is authorized to perform inspections of the demised premises:

- To determine if the terms and conditions of the agreement are being complied with.
- To observe transactions between the Concessionaire and patrons in order to evaluate the quality and quantities of services provided or items sold or dispensed.

14.26.2 Should Concessionaire, after ten (10) day notice from County of the need thereof, fail to perform its maintenance service obligations required herein, County in addition to all other available remedies may, but shall not be obligated to, exercise its Right of Entry as provided hereinafter. County may enter upon the Concession Premises and perform Concessionaire's failed obligations and Concessionaire shall forthwith on demand reimburse County for its costs so incurred including direct and indirect overhead costs as determined by the Director.

14.27 Default of Maintenance Obligations

14.27.1 County may cure Concessionaire's default hereto with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement therefrom for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof. Any demand of County for reimbursement hereunder shall be satisfied by Concessionaire through payment of the sums deposited with County as security for faithful performance, and/or, with the approval of County, pro rata monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the maintenance performed.

14.27.2 Should Concessionaire fail, after ten (10) days notice from the County of the need thereof, to perform its obligations required hereunder, County in addition to all other available remedies may, but shall not be so obliged, enter upon the demised premises and perform Concessionaire's said failed obligations, using any equipment or materials on the demised premises suitable for such purposes. Concessionaire shall forthwith on demand reimburse County for its costs so incurred, including direct and indirect overhead.

14.28 Quality of Food and Non-Alcoholic Beverages

- 14.28.1 All prepackaged foods and beverages sold or kept for sale shall conform to the Federal, State, and County food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be sold or kept for sale by Concessionaire and all merchandise kept on hand by Concessionaire shall be stored and handled with due regard for sanitation. In the event prepackaged food and beverage merchandise are below first class, the Director shall have the right to order the improvement of the quality of any prepackaged food and beverage kept or offered for sale.
- 14.28.2 Concessionaire shall obtain a valid health permit and shall furnish and dispense pre-packaged foods and non-alcoholic beverages of the best quality and shall maintain a high standard of services at least equal to that of similar facilities and programs conducted on County parks and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. All foods and non-alcoholic beverages sold or kept for sale by Concessionaire shall be first-class in quality, wholesome and pure, stored and handled with due regard for sanitation, and in all respects shall conform to the Federal, State and County food laws, ordinances and regulations. No adulterated, misbranded or impure products shall be sold or kept for sale by Concessionaire.
- 14.28.3 Concessionaire shall not employ as a member of its food and non-alcoholic beverage staff any person who cannot produce a certificate showing that within the last two (2) years, such person has been examined and has been found to be free of communicable tuberculosis. Thereafter, those employees whose skin test is negative shall be required to undergo the foregoing examination at least once every four (4) years for so long as the employee remains skin test negative. Once an employee has documented positive skin test, he or she shall be removed from the position of food and

beverage staff. When the skin test has been followed by X-ray, the forgoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the County's health officer to determine the need for follow-up care. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business and or a notice from a public health agency or unit of the Tuberculosis Association that indicates freedom from active tuberculosis.

14.29 Merchandise

Concessionaire shall provide and maintain an inventory of merchandise and goods required to meet the needs of the public therefor. No adulterated, misbranded or impure articles shall be sold or kept for sale by Concessionaire and all merchandise kept on hand by Concessionaire shall be stored and handled with due regard for safety and sanitation. In the event that the Director determines that any merchandise and/or food products are below first class, the Director shall have the right to order the improvement of the quality of any such items kept or offered for sale. The Director shall have the right to prohibit the sale or rental of any item of merchandise on finding(s) that the item is of inferior quality and/or that the item is not necessary for proper service to the public.

14.30 Swimming Lessons

The swimming pool, adjacent to the Pro Shop, is open to the general public for its use during normal pool operating hours. The Concessionaire or staff shall not collect fees, in any manner, for any use of the swimming pool or for any swimming lessons. However, pool fees applicable to the public may be charged directly by the County.

14.31 Use of other vendors to provide goods and/or services

The Concessionaire shall obtain prior written approval from the Department before permitting any person or entity to provide any goods and/or services

within the demised premises. Upon approval by the Department, Concessionaire shall provide a copy of the contractual agreement and insurance documentation as required by the Department. In consideration for this use granted herein, the Concessionaire shall pay to the County 15% of the gross receipts for any revenue category..

14.32 Use of Expanded Polystyrene (EPS) Food Containers

The Concessionaire shall comply with the County's policy on the prohibition of purchase and use of EPS food containers on County-owned facilities.

15.0 TERMS AND CONDITIONS

15.1 Agreement Enforcement

15.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

15.1.2 Any officers and/or authorized employees of County may enter upon the demised premises at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the demised premises.

15.1.3 In the event County commences legal proceedings for the enforcement of this Agreement or recovery of the demised premises herein, Concessionaire does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

15.2 Complaints

15.2.1 Within ten (10) business days after the effective date of the Agreement, Concessionaire shall provide the Director with a policy for receiving, investigating and responding to any complaints.

- 15.2.2 The Director will review the Concessionaire's policy and provide the Concessionaire with approval of said plan or with requested changes.
- 15.2.3 If the Director requests changes in the Concessionaire's policy, the Concessionaire shall make such changes and resubmit the plan within five (5) business days for Director's approval.
- 15.2.4 If, at any time, the Concessionaire wishes to change the Concessionaire's policy, the Concessionaire shall submit proposed changes to the Director for approval before implementation.
- 15.2.5 The Concessionaire shall preliminarily investigate all complaints and notify the Director of the status of the investigation within five (5) business days of receiving the complaint.
- 15.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 15.2.7 Copies of all written responses shall be sent to the Director within three (3) business days of mailing to the complainant.

15.3 Cancellation

- 15.3.1 Upon the occurrence of any one or more of the events of default hereinafter described in **Paragraph 15.13, Events of Default**, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Concessionaire ten (10) calendar days notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor by Concessionaire prior to the expiration of the then (10) day period noted above..
- 15.3.2 Upon cancellation, County shall have the right to take possession of the demised premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

15.3.3 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

15.3.4 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, it is determined for any reason that the Concessionaire was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Concessionaire has, to the satisfaction of the Director, cured any default, the Director shall issue, within twenty (20) business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not been issued.

15.4 Compliance with Civil Rights Law

The Concessionaire hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Concessionaire shall comply with **Exhibit F, Concessionaire's EEO Certification**.

15.5 Concessionaire's Acknowledgement of County's Commitment to Child Support Enforcement

Concessionaire acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Concessionaire understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Concessionaire's place

of business. County's District Attorney will supply Concessionaire with the poster to be used.

15.6 Concessionaire's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Concessionaire acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Concessionaire understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Concessionaire's place of business. The Concessionaire will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Concessionaire with the poster to be used.

15.7 Concessionaire's Non-Compliance And Liquidated Damages

15.7.1 In the event the Director determines that there are deficiencies in Concessionaire's operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Concessionaire to correct said deficiencies within time frames specified by the Director in his sole discretion.

15.7.2 In the event that Concessionaire fails to correct the deficiencies within the prescribed time frames the Director may, at his option: (1) use the Security Deposit as provided for herein, (2) exercise its rights under the **Paragraph 15.28, Right of Entry**, and/or (3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the obligations for Use Granted herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$500.00 per day for each day of the period of time

that the deficiencies exist, and that Concessionaire shall be liable to County for liquidated damages in said amount.

15.8 Concessionaire Responsibility and Debarment

15.8.1 Responsible Concessionaire

A responsible Concessionaire is a Concessionaire who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Concessionaires.

15.8.2 Chapter 2.202 of the County Code

The Concessionaire is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Concessionaire on this or other Agreements which indicates that the Concessionaire is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Concessionaire from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the Concessionaire may have with the County.

15.8.3 Non-responsible Concessionaire

The County may debar an Concessionaire if the Board of Supervisors finds, in its discretion, that the Concessionaire has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Concessionaire's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3)

committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

15.8.4 Contractor Hearing Board

15.8.4.1 If there is evidence that the Concessionaire may be subject to debarment, the Department will notify the Concessionaire in writing of the evidence which is the basis for the proposed debarment and will advise the Concessionaire of the scheduled date for a debarment hearing before the Contractor Hearing Board.

15.8.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Concessionaire and/or the Concessionaire's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Concessionaire should be debarred, and, if so, the appropriate length of time of the debarment. The Concessionaire and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

15.8.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

15.8.4.4 If a Concessionaire has been debarred for a period longer than five (5) years, that Concessionaire may after the

debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Concessionaire has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

15.8.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Concessionaire has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

15.8.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed

decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

15.8.5 Subcontractors of Concessionaire

These terms shall also apply to Subcontractors of County Concessionaires.

15.9 Concessionaire's Warranty of Adherence to County's Child Support Compliance Program

15.9.1 Concessionaire acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

15.9.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Concessionaire's duty under this Agreement to comply with all applicable provisions of law, Concessionaire warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

15.10 Conflict Of Interest

15.10.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee,

shall be employed in any capacity by the Concessionaire or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Concessionaire who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

15.10.2 The Concessionaire shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Concessionaire warrants that it is not now aware of any facts that create a conflict of interest. If the Concessionaire hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

15.11 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

15.11.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are currently in paying their property tax obligations (secured and unsecured toll) in order to mitigate the economic burden otherwise imposed upon County and its tax payers.

15.11.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County code Chapter 2.206.

15.12 County's Quality Assurance Plan

The County or its agent will evaluate Concessionaire's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Concessionaire's compliance with all Agreement terms and performance standards. Concessionaire deficiencies that County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Concessionaire. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

15.13 Events of Default

- 15.13.1 The abandonment, vacation or discontinuance of operations on the demised premises for more than five (5) consecutive days, without approval thereof by the Director.
- 15.13.2 The failure of Concessionaire to punctually pay or make the payments required herein when due, where the delinquency continues beyond ten (10) calendar days following written notice for payment thereof.
- 15.13.3 The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 15.13.4 The failure to maintain the demised premises and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 15.13.5 The failure of Concessionaire to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty

(30) calendar days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) calendar days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.

15.13.6 Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of State and/or Federal laws thereon.

15.13.7 Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Director.

15.13.8 Failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

15.14 Fair Labor Standards

The Concessionaire shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Concessionaire's employees for which the County may be found jointly or solely liable.

15.15 Force Majeure

15.15.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions,

other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

15.15.2 Notwithstanding the foregoing, a default by a subcontractor of Concessionaire shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Concessionaire and such subcontractor, and without any fault or negligence of either of them. In such case, Concessionaire shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Concessionaire to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

15.15.3 In the event Concessionaire's failure to perform arises out of a force majeure event, Concessionaire agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

15.16 Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Concessionaire agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15.17 Independent Concessionaire

This Agreement is by and between the County of Los Angeles and Concessionaire and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Concessionaire. Concessionaire understands and agrees that all persons furnishing services on behalf of Concessionaire pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Concessionaire and not of County. Concessionaire shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Concessionaire pursuant to this Agreement.

15.18 Indemnification

Concessionaire agrees to indemnify, defend and hold harmless the County, their agents, officers, and employees from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Concessionaire's acts and/or omissions arising from and/or relating to this Agreement. Concessionaire's duty to indemnify the County, shall survive the expiration or other termination of this Agreement.

15.19 Insurance Coverage Requirements

Without limiting Concessionaire's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Concessionaire shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in **Paragraphs 15.19 and 15.20** of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Concessionaire pursuant to this Contract. The County in no way warrants

that the Required Insurance is sufficient to protect the Concessionaire for liabilities which may arise from or relate to this Contract.

15.19.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Concessionaire's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Concessionaire's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Concessionaire and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Concessionaire identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Concessionaire, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required

Insurance provisions. Certificates and copies of any required endorsements shall be sent to:

**Department of Parks and Recreation
Contracts, Golf, and Special Districts
Attention: Jim Norwood
310 N. Baldwin Avenue, Arcadia, CA 91007**

- Concessionaire also shall promptly report to County any injury or property damage accident or incident, including any injury to a Concessionaire employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Concessionaire. Concessionaire also shall promptly notify County of any third party claim or suit filed against Concessionaire or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Concessionaire and/or County.

15.19.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Concessionaire's General Liability policy with respect to liability arising out of Concessionaire's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Concessionaire's acts or omissions, whether such liability is attributable to the Concessionaire or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is

acceptable providing it satisfies the Required Insurance provisions herein.

15.19.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Concessionaire's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

15.19.4 Failure to Maintain Insurance

Concessionaire's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Concessionaire, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Concessionaire resulting from said breach.

15.19.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

15.19.6 Concessionaire's Insurance Shall Be Primary

Concessionaire's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Concessionaire. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Concessionaire coverage.

15.19.7 Waivers of Subrogation

To the fullest extent permitted by law, the Concessionaire hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating

to this Contract. The Concessionaire shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

15.19.8 Sub-Contractor Insurance Coverage Requirements

Concessionaire shall include all Sub-Contractors as insureds under Concessionaire's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Concessionaire shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Concessionaire as additional insureds on the Sub-Contractor's General Liability policy. Concessionaire shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

15.19.9 Deductibles and Self-Insured Retentions (SIRs)

Concessionaire's policies shall not obligate the County to pay any portion of any Concessionaire deductible or SIR. The County retains the right to require Concessionaire to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Concessionaire's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

15.19.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Concessionaire understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

15.19.11 Application of Excess Liability Coverage

Concessionaires may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

15.19.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

15.19.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Concessionaire use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

15.19.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

15.20 Insurance Coverage

15.20.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

15.20.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Concessionaire's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

15.20.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Concessionaire will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Concessionaire's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

15.20.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

15.21 Non-Discrimination and Affirmative Action

- 15.21.1 The Concessionaire certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 15.21.2 The Concessionaire shall certify to and comply with the provisions of **Exhibit F, Concessionaire's EEO Certification.**
- 15.21.3 The Concessionaire shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 15.21.4 The Concessionaire certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 15.21.5 The Concessionaire certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or

under any other project, program, or activity supported by this Agreement.

15.21.6 The Concessionaire shall allow County representatives access to the Concessionaire's employment/volunteer records during regular business hours to verify compliance with the provisions of this **Paragraph 15.21** when so requested by the County.

15.21.7 If the County finds that any provisions of this **Paragraph 15.21** have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Concessionaire has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Concessionaire has violated the anti-discrimination provisions of this Agreement.

15.21.8 The parties agree that in the event Concessionaire violates the non-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

15.22 Notice to Employees Regarding Federal Earned Income Credit

The Concessionaire shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in **Exhibit E, Internal Revenue Service Notice No. 1015**.

15.23 Notice to Employees Regarding the Safely Surrendered Baby Law

The Concessionaire shall notify and provide to its employees, and shall require each subcontractor notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Exhibit G, Safely Surrendered Baby Law**, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

15.24 Notices

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; facsimile or email or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Concessionaire shall be John Letts, 920 Lohman Lane, South Pasadena, California 91030, The address to be used for any notice served by mail upon County shall be Department of Parks and Recreation, The Arboretum, Research Building, 301 North Baldwin Avenue, Arcadia CA 91007, Attention: Contracts, Golf & Special Districts Division, or such other place as may hereafter be designated in writing to Concessionaire by the Director. Service by mail; facsimile or email and shall be deemed complete upon deposit in the above mentioned manner.

15.25 Public Records Act

15.25.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to

Paragraph 15.26, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

15.25.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

15.26 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, **appropriate**

documentation for voided transactions (including approval for the void), and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 15.26.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 15.26.2 Failure on the part of the Contractor to comply with any of the provisions of this **Paragraph 15.26** shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 15.26.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment

upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

15. 26.4 If the County notifies the Contractor that the Contractor did/does not, to the reasonable satisfaction of the County 1) adequately maintain the documents required under Sections 8.0 and Paragraph 15.26 of the contract, and/or 2) did/does not have adequate internal controls, such that financial records could contain errors and/or omissions that would not be prevented and/or detected in the normal course of business, and/or 3) if the County is not able to reasonably determine whether the Contractor reported and paid the correct amount due to the County under this contract, then the County will assess penalties specified in this section upon the Contractor.

15. 26.5 The parties hereby agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to meet the requirements of this section of the contract, and that a reasonable estimate of such damages shall range from 1) 10% to 20% of the total gross receipts for the period of time that the County determines the Contractor did not meet the requirements under this section of the contract, and/or 2) termination of this contract, determined at the sole discretion of the County.

15. 26.6 In the event the County hires an Independent Certified Public Accounting firm (CPA) to perform an audit of the Contractor's

gross receipts and/or payments to the County, and if the CPA concludes that, due to inadequate records maintained by the Contractor, the CPA is unable to issue an unqualified opinion as to gross receipts for the Contractor, the CPA may employ alternative methods to impute rent for the period of inadequate records and calculate rent due. The CPA (or the County) may use the Contractor's gross receipts last audited (in which an unqualified audit opinion was expressed), inflated by the Consumer Price Index for All Urban Consumers for the Los Angeles, Riverside, and Orange County areas. Interest/late fees may also be separately applied. In addition, the County may require the Contractor to pay for the cost of the CPA's audit.

15. 26.7 In the event the County and/or a CPA firm concludes that the Contractor under-reported Gross Receipts to the County, and that under-reporting is equal to or greater than 5% of the current or previous year's Gross Receipts reported by the Contractor, as determined at the sole discretion of the County, the Contractor shall pay for the cost of the CPA's audit and/or the County's review (including County costs associated with the CPA's audit, such as monitoring the audit, etc.).

15. 26.8 Contractor shall at all times during contract period and for five (5) years after the termination/expiration of the contract, keep, or cause to be kept, locally, to the reasonable satisfaction of the County true, accurate, and complete records for all accounting years covered by this contract. Records will show all transactions relative to the conduct of operations, and be supported by data of original entry. Records shall detail transactions conducted on or from the premises separate and apart from those in connection with Contractor's other business operations, if any.

15.26.9 All sales and/or services shall be recorded by cash registers or computers which automatically issue a customer's receipt or certify the amount in a sales slip. Cash registers shall have locked in sales totals and transaction counters that constantly accumulate and cannot be reset, and issue a tape (or other equivalent security mechanism) that imprints sequential transaction numbers and sales details. Beginning and ending cash register readings shall be made a matter of daily record. Signs shall be visibly posted near all cash registers requesting the payer to ask the cashier for a receipt and, if possible, the sign should include a sample of the appropriate receipt.

15.27 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Concessionaire agrees to use recycled-content paper to the maximum extent possible on this Agreement.

15.28 Right of Entry

15.28.1 Any officers and/or authorized employees of the County may enter upon the demised premises at any and all times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the demised premises.

15.28.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of five (5) days, Concessionaire hereby irrevocably appoints County as an agent for continuing operation of the use granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the demised premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said demised premises and place any such property in storage for the account of and at the expense of Concessionaire; (3)

sublease or sublicense the demised premises; and (4) after payment of all expenses of such subleasing or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by the officers and employees of County upon the demised premises for the purpose of exercising the authority conferred hereon as agent of Concessionaire shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

15.28.3 No re-entry or taking of the demised premises by County pursuant to **Subparagraph 15.28.2** of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Concessionaire or unless the termination thereof be decreed by a court of competent jurisdiction.

15.29 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

15.30 Subleases

15.30.1 Concessionaire shall not sublease any portion of the demised premises, or sublease any of the operation or activities authorized or required by this Agreement.

15.30.2 In the event the County determines that the Concessionaire has violated the sublease provision contained herein, the same shall constitute a material breach of Agreement upon which the County may determine to cancel, terminate, or suspend this Agreement, or assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the sublease provision. The parties hereby agree that under

the current circumstances a reasonable estimate of such damage is Five Hundred Dollars (\$500.00) and that the Concessionaire shall be liable to County for liquidated damages in said amount.

15.31 Surrender of Demised Premises

Upon termination, expiration of the term hereof, or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the demised premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted, subject to the right of County to demand removal thereof to the extent that **Paragraph 14.22, Trade Fixture**, hereinbefore may be applicable thereto.

15.32 Intentionally Omitted

15.33 Taxes and Assessments

15.33.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Concessionaire shall pay before delinquency all lawful taxes, including but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the demised premises and any improvements located thereon.

15.33.2 Concessionaire shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

15.34 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of Concessionaire to maintain compliance with the requirements set for in **Paragraph 15.9, Concessionaire's Warranty of Adherence to County's Child Support Compliance Program**, shall constitute a default by Concessionaire under this Agreement. Without limiting the rights and

remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to **Paragraph 15.3, Cancellation.**

15.35 Termination For Convenience

15.35.1 Termination for Convenience. During the option term, if exercised, this Agreement may be terminated, in whole or in part, by County in its sole discretion upon thirty (30) days written notice to Concessionaire. Termination of Agreement hereunder shall be effected by delivery to Concessionaire of a written notice of termination for convenience from the Director specifying the extent to which performance is terminated and the date upon which such termination shall become effective.

15.36 Suspension.

15.36.1 County, at its convenience, and without further liability, may suspend Concessionaire's performance under this Agreement, in whole or in part, by written notice to Concessionaire from the Director specifying the effective date and extent of the suspension.

15.36.2 Concessionaire shall immediately discontinue all services unless otherwise indicated by Director.

15.36.3 In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for convenience at the option of either party, upon written notice to the other party.

15.37 Termination for Improper Consideration

15.37.1 County may, by written notice to Concessionaire, immediately terminate the right of Concessionaire to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Concessionaire, either directly or through an

intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Concessionaire's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Concessionaire as it could pursue in the event of default by the Concessionaire.

15.37.2 Concessionaire shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Auditor-Controller's Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Concessionaire in writing by County

15.37.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

15.38 Termination for Insolvency

15.38.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) Insolvency of the Concessionaire. The Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Concessionaire is insolvent within the meaning of Federal Bankruptcy Code;

15.38.2 To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- a) The filing of a voluntary or involuntary petition regarding the Concessionaire under the Federal Bankruptcy Code;
- b) The appointment of a Receiver or Trustee for Concessionaire.

15.38.3 The rights and remedies of County provided in this **Paragraph 15.38** shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.39 Termination for Non-Adherence of County Lobbyist Ordinance

Concessionaire and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Concessionaire, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Concessionaire or any County Lobbyist or County lobbying firm retained by Concessionaire to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

15.40 Termination Upon Transfer of Title or Park Closure

15.40.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the Arcadia Community Regional Park to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the Concessionaire with notice of termination or assignment of this Agreement pursuant to this provision.

15.40.2 Notwithstanding any other provision of this Agreement, in the event the County closes the demised premises, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of closure, Concessionaire shall immediately cease its operations, and within fifteen (15) calendar days therefrom remove

all items of its personal property, equipment, and inventory. County shall provide advance notice to the Concessionaire of such closure.

15.41 Transfers

- 15.41.1 Concessionaire shall not, without written consent of the Director, transfer, assign, sublicense, hypothecate or mortgage this Agreement. Any attempted transfer, assignment, sublicense, hypothecation or mortgage without the written consent of the Director shall be null and void, and shall constitute a material breach of this Agreement.
- 15.41.2 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Concessionaire shall be binding upon any transferee thereof.
- 15.41.3 The use granted shall not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of the death of Concessionaire occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Concessionaire, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Concessionaire, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.
- 15.41.4 Shareholders and/or partners of Concessionaire may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Concessionaire to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this Agreement, the Director's approval thereof shall be required. Consent to any such transfer

shall be refused if Director, in his sole discretion determines that the transferee is lacking in experience and/or financial ability to conduct the operation of the Arcadia Tennis Center or that such a transfer would not be in the best interest of the County.

15.41.5 The prohibition herein contained shall not be applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

15.41.6 In the event Concessionaire submits a request for Director's prior written consent to give, assign, transfer, delegate, or grant control of this Agreement, and Director, in his sole discretion provides written consent, a transfer fee equal to twenty percent (20%) of the gross sales price or \$20,000 whichever is greater, shall be paid to County. Said sum shall be payable to the County of Los Angeles Department of Parks and Recreation in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County. Exempted from said transfer fee shall be the following:

An assignment for which the Director, in his sole discretion, determines that the ownership interests in the agreement have remained unchanged, such as a change in the legal or fictitious name of the Concessionaire without any other change in the equity, in beneficial use of, or legal title to the agreement as an asset, or the income produced thereby. The Director's decision in such cases

shall be appealable to the Board of Supervisors within ten (10) days after receipt of written notice of the Director's decision. Any such appeal request shall be accompanied by a Certificate of Deposit filed with the Director in the full amount of the transfer fee; the Certificate of Deposit shall be payable to County of Los Angeles Department of Parks and Recreation, and the interest thereon shall accumulate, but the principal sum and interest shall remain the property of Concessionaire in the event the Director's decision is reversed.

15.42 Waiver

- 15.42.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and Agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or Agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping County from enforcing the full provisions thereof.
- 15.42.2 No delay, failure, or omission of County to re-enter the demised premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.
- 15.42.3 No notice to Concessionaire shall be required to restore or revive "time of the essence" after the waiver by County of any default.
- 15.42.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

15.43 Warranty Against Contingent Fees

15.43.1 The Concessionaire warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Concessionaire for the purpose of securing business.

15.43.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

16.0 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto constitute the entire Agreement between County and Concessionaire for the use granted at the Arcadia Park for the operation and maintenance of a tennis concession facility. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the operation and maintenance of a tennis concession facility and the Demised Premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

17.0 AUTHORIZATION WARRANTY

Concessionaire represents and warrants that the signatory to this Agreement is fully authorized to obligate Concessionaire hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

IN WITNESS WHEREOF, Concessionaire has executed this Concession Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Mayor of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the month, day and year first above written.

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Sachelle Smith, Deputy



I hereby certify that pursuant to
Section 26103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sachelle Smith
Deputy

APPROVED AS TO FORM:
JOHN KRATTLI
Acting County Counsel

By Christina A. Salseda
Christina A. Salseda
Principal Deputy County Counsel

COUNTY OF LOS ANGELES

By

Zev Zaroslavsky
Zev Zaroslavsky
Chairman, Board of Supervisors

CONCESSIONAIRE

iTennis, Inc.

By

[Signature]

77748

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27

MAR 13 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

ARCADIA COMMUNITY REGIONAL PARK TENNIS CENTER RULES AND REGULATIONS

The County reserves the right to establish a tennis court reservation system, and upon establishment, Concessionaire shall enforce the established reservation procedures. The Director reserves the right to review and modify reservation procedures.

1.0 GENERAL POLICY

- 1.1** Tennis courts (courts) are available on a first come-first served basis if there are no reservations.
- 1.2** When all courts are occupied, individuals may obtain a court by personally waiting near the court they wish to use. Under this condition, those playing shall relinquish the court after completion of one set or one hour, whichever is first.
- 1.3** The Arcadia Tennis Center is comprised of a total of twelve (12) courts. Courts may be reserved, in person or by telephone, only during the operating hours of the tennis pro shop as defined below.
 - 1.3.1** Of these twelve (12) courts, two (2) courts shall be open to the public at all times and shall not be available for reservation, lessons, private or personal use, however, they may be used for tournaments by Concessionaire.
 - 1.3.2** Of the remaining ten (10) courts, four (4) courts, designated by the Concessionaire, shall be used for tennis lessons. Whenever any of these four (4) courts are not being used for lessons, they shall be open to the public for use with or without a reservation.
 - 1.3.3** The remaining six (6) courts shall be open to the public for use with a reservation. However, if the courts are not reserved, they should be made available on a first come-first served basis.
- 1.4** Only the Concessionaire and its employees are authorized to reserve and/or use the Tennis Center facilities to conduct tennis lessons or other tennis related activities.
- 1.5** Educational institutions may be allowed to reserve tennis courts for team practice sessions, team matches, or physical education classes; however, organized play shall have priority over practice sessions.
- 1.6** There shall be no more than six (6) balls in use per court at any time.

2.0 COURT RESERVATION SYSTEM

The court reservation system is designed to provide the tennis playing public with a more convenient method which ensures that a specific court is available on any given day and time, particularly during high demand hours for courts.

**ARCADIA COMMUNITY REGIONAL PARK TENNIS CENTER
RULES AND REGULATIONS**

- 2.1** Reservations will take priority over public use.
- 2.2** Twenty-four (24) hour cancellation notice will be required in order to obtain a refund of fees paid.
- 2.3** Fees will be based on a per court per hour usage.
- 2.4** Reservations may be issued either to organized groups, such as, tennis clubs, governmental agencies, educational institutions and employee organizations, or to individuals wanting to play singles or doubles.
- 2.5** Groups or individuals desiring to reserve tennis courts must obtain a reservation permit from the County's Tennis Concessionaire, confirming the reservation date, hour, and court number.
- 2.6** Individuals may reserve a court(s) a maximum of seven (7) days in advance. Groups may reserve court(s) a maximum of three (3) months in advance. Same day reservations require a minimum of one (1) hour advance notice.
- 2.7** Payment for reservations must be made at the time of reservation.
- 2.8** Reservations shall include the date, number of courts, hours of use, name of the individual/organization, and the name and phone number of the contact person.
- 2.9** The maximum number of courts that can be reserved, at any one time, shall be one half (1/2) of the total number of tennis courts available for reservation as defined in section 1.3 above. If all twelve (12) courts are available, the maximum number of courts available for reservation shall be five (5) courts. Courts reserved for the Concessionaire's scheduled teaching program shall not be considered as "available" court(s) for reservations.
- 2.10** Concession staff will ensure that all groups or individuals using a reserved tennis court has a valid permit issued by the Concessionaire at the Pro Shop. No unauthorized reservations will be allowed.
 - 2.10.1** A Permittee must display its copy of the reservation permit during the use of the courts.
- 2.11** Failure of an organization to adhere to the terms of the permit may result in the loss of future reservation privileges.

**ARCADIA COMMUNITY REGIONAL PARK TENNIS CENTER
RULES AND REGULATIONS**

- 2.12** Continuing permits are granted for special activities, such as league play or ladder tournaments, and are limited to two (2) days per month.
- 2.12.1** Except for continuing permits, groups may reserve courts for only one day per month. If a group wishes to conduct a tournament, it may reserve six (6) days within a given month; however, such permits will be granted only twice within the same calendar year.
- 2.13** Reserved courts will be held for a maximum of fifteen (15) minutes and then released for public use until the next reservation on that court. If there is no reservation scheduled, the court shall remain open for public use.
- 2.14** In the event of inclement weather, reservations for that day will not be taken. Fees collected for advance reservations for those days of inclement weather will be refunded; or if agreed by both parties, rescheduled at the next available date.

EXHIBIT B

Section D. iTennis Service Plan

1. Public Service

- a. Nature and extent of tennis activities and related services
- b. List of service items and prices
- c. Nature and extent of merchandise sales & rental
- d. List of sales merchandise and prices
- e. Staffing Plan
- f. Method of Advertising, marketing and customer retention
- g. Customer Satisfaction
- h. Community Outreach

a. Nature and extent of tennis activities and related services

iTennis will offer a diverse range of tennis programming that not only attracts new players to the game but provides new and exciting opportunities for existing players. As described below, these services will include private lessons, group clinics, camps, round robins, leagues and special events. Special events and perks will be reserved for 'star patrons' of the facility.

Private lessons.

Private lessons will be offered throughout the day for players of all ages and abilities. Typical prices will range from \$50 to \$80 an hour depending upon the experience of the instructor. These differing price points will allow the program to attract a wide base of the community. \$50 to \$80.00 an hour lessons will be offered by USTA instructors with 1-2 years of experience; \$60.00 an hour lessons will be offered by USPTA P2 certified staff professionals with three or more years experience; \$80.00 + hour lessons will be provided by the Director of Tennis and/or staff professionals with a USPTA P1 certification and/or substantial ATP Division I or II tour experience.

iTennis instructors will have the ability to pursue their own individualized teaching styles but will be expected to follow certain professional guidelines as established and promulgated by iTennis

Group clinics

Group clinics will be offered in four quarterly 10 to 12 week segments – winter, spring, summer, and fall. Class sizes will be limited to six players per instructor to maximize the quality of the instruction and participant experience. Group instructors will have some flexibility in providing instruction but will be expected to follow the recommended drills, games, and instructional techniques as established by iTennis. Group classes will range in length from ½ hour (tiny tots) to 2.5 hours (junior academy).

Patrons will be encouraged to sign up for the entire course of classes but will also have the option of attending and paying for 'drop-in' classes provided that space is available. The program will have the maximum flexibility built-in to encourage participation.

Classes will be offered according to the following basic time-lines:

7:00 am to 9:00 am	Before work professionals
9:00 am to 12:00 pm	Stay at home moms; flex-time professionals
12:00 – 2:00 pm	Lunch hour – typical dead time – misc., private lessons
2:00 to 3:30 pm	Pre-schoolers, younger kids ages 3 to 6
3:30 to 6:00 pm	After school kids program for ages 7 to 18
6:00 to 8:00 pm	After work adults programs

Summer Camps & Holiday Camps

iTennis will take advantage of typical Christmas and Summer breaks when kids are out of school by providing multi-hour tennis day camps. Summer camps will run from 10:00 am to 4:00 pm daily throughout the summer. Christmas camps will be held the last week of December and first week of January corresponding to when the Arcadia school district and neighboring school districts are out of session. Such camps will allow more intensive learning for kids and have been a hugely popular program for the Cities of Pasadena and South Pasadena.

Round Robins, Leagues & Ladder

iTennis will do everything possible to provide for meaningful and fun outlets for competition and fun play among its clients and among patrons of Arcadia Park tennis facility. Monthly round robins will be held for players of all ages and abilities in which players join together for organized match play. League teams will be organized, coached and managed to take advantage of the hugely popular and successful USTA league program. A ladder will be posted and maintained encouraging match play competition.

Events

In order to provide a sense of community among patrons of the Arcadia park tennis center, iTennis will provide periodic events for patrons that include opportunities for free lessons and play as well as viewing of high quality tennis exhibition matches. Successful events conducted by iTennis in the past have included 'demo days' – (where players come to try out the latest technology and equipment from leading tennis manufacturers), free clinics, fast serve contests (using radar technology), and professional exhibition matches. These events not only bolster the excitement and enthusiasm of the patrons but also help to build friendships and relationships among the tennis patrons who may not have other occasions to meet and socialize with other members of the tennis-playing community.

Court Rental

iTennis will work with local public and private high schools to accommodate the needs for team tennis practice facilities and high school matches. Currently iTennis accommodates a number of Pasadena schools at its facilities.

'Star Patrons'

iTennis will work hard to create a community of tennis players and the feel of a tight knit community of tennis lovers. Frequent patrons of the tennis center will be rewarded with additional perks and benefits including

- Discounts on clinic prices
- Discounts on tournaments
- Discounts on pro shop merchandise
- FREE participation in Weekly Club activities: men's night, co-ed night & junior round robins
- Email newsletters
- FREE participation in center ladders
- FREE participation in special events

b. Plans for Summer Day Camp programs & advertising

With the proximity of the pool and golf course, Arcadia Park presents the perfect spot for iTennis to replicate its immensely popular Summer Swim, Tennis & Golf Camp. Now in its eighth year, this summer camp runs on four courts at Brookside Park. The general schedule calls for a half day tennis camp from 10:00 to 1:00 pm or 1:00 to 4:00 pm with swimming from 1:00 to 2:00 pm daily and optional golf practice from 2:30 - 3:30 pm.

The popular Rose Bowl camp draws up to 50 kids per week and runs for 12 one week sessions in the summer. See Section I for sample brochure.

[Notably, the recent summer 2010 iTennis summer day camp at Brookside Park in Pasadena grossed over \$100,000 for the summer (nearly as much as the Arcadia Park concession generates in an entire year for all its programs!)).

Advertising for this summer camp begins as early as January with attendance at summer camp fairs and with donations of one week camp sessions to local schools at silent auctions and community events in February – May to draw attention to the camp.

iTennis believes it can match the success of its Rose Bowl camp at Arcadia Park and gross up to or more than \$100,000 for the youth summer camp itself.

c. Method for Reserving Tennis Courts

iTennis has been successfully registering tennis courts via phone, email, and in person at its sites in South Pasadena, South El Monte, and Riverside completely without incident. A master monthly schedule of court reservations is kept via excel sheet with major events including socials, USTA leagues, tournaments, etc. This overall court sheet is kept for the entire year. This 'master schedule' is then supplemental with Daily Paper Court Sheets that lay out every court at the facility for ½ hour segments from opening time to closing time.

Reservations may be made for individual court times up to one week in advance and may be called in as of midnight 7 days in advance of the desired court time. Reservations for multiple courts may be made up to six months in advance. iTennis has not had any problems or conflicts in court scheduling at its facilities to date.

d. Method & Implementation of Outreach Program

iTennis will be very active in its outreach to surrounding communities. iTennis will provide a monthly FREE tennis lessons for kids and adults with a basic primer on the rules of the games, basic techniques, basic etiquette and how to get started playing. iTennis will also continue its

liberal policy of granting scholarships to players of limited income embracing an EVERYONE PLAY motto.

To date, iTennis has been very active in donating free tennis lessons, clinics and summer camp sessions to a wide variety of organizations from public schools and private schools to youth organizations, and charitable groups. iTennis is a common participant in silent auctions and donor to community events. Indeed, John Letts recently formed a separate not for profit entity along with former Australian Open champion Brian Teacher. This 501(c)(3) entity called 'Let's Teach' is particularly charged with provided community tennis outreach programs to disadvantaged youth. Free community programs are currently operating in Pasadena in this program and will be expanded to Arcadia Park (see letsteach.info).

iTennis will also offer a standard 10% off classes for all senior citizens. iTennis will work with the City of Arcadia and Arcadia School district to advertise throughout the school district to youth of all economic means. Discounts and scholarships will be given to those who meet the State Requirements for the school lunch program or CDBG requirements.

iTennis will seek out professionals specifically trained to work with the physically and emotionally challenged individuals and then seek out residential homes and facilities serving such groups for free and/or discounted programming.

e. Method & requirements for selecting tennis professionals.

iTennis advertises positions for tennis professionals at leading tennis publications at through the two leading tennis teaching professional associations, the USPTA and USPTR. iTennis also reaches prospective tennis professionals through word of mouth.

At any given time, iTennis has dozens of resumes on file and a constant stream of inquiries from prospective professionals. iTennis requires all professionals to be certified by one of the leading professional organizations and then thoroughly evaluates them both from in a standard interview format as well as an evaluation of on court teaching of private and group instruction. All new pros are placed on a 'probation period' when first employed to ensure that they are of the highest quality and up to the high standards required by iTennis. Tennis pros are also evaluated by students after each session (as discussed below in customer satisfaction).

f. Monitoring method for ensuring customer satisfaction.

iTennis will implement the following two measures for accurately tracking public complaints:

Suggestion forms. iTennis will keep on hand 'suggestion forms' that may be filled out by customers and/or members of the public. These suggestions (or complaints as the case may be) will be followed up by at least two managers of the iTennis organization depending upon the nature of the issue. A file of such suggestions will be maintained by iTennis for future reference and for any possible disciplinary action that may be required.

Customer Satisfaction forms. iTennis will emails survey forms to participants in its tennis classes and lessons. Particular attention is made to participants who drop out of tennis classes or express any dissatisfaction. These forms are an important measure for iTennis to ensure its continued professionalism to ensure the satisfaction of patrons of all of its tennis centers.

2. Pro Shop

a. List of sales merchandise, quantity & prices

An important ingredient in improving the Arcadia Park concession will be upgrading and expanding the offerings of the pro shop. Instead of the limited amount of inventory, the entire pro shop will be completely revamped with a much greater selection of merchandise and services. The pro shop should be a magnet for tennis lovers to help service their needs. Full lines of Head, Prince, Wilson & Babolat tennis racquets will be added including junior racquets, adult economy and adult premium racquets. Racquet stringing with 24 hour turn-around will be available with a full assortment of strings. Accessories including overwraps, vibration dampeners as well as t-shirts, caps, sunscreen will also be available.

A full line of beverage options will also be available along with snacks. Customers entering the pro shop area will enter a fully stocked, impressive pro shop with excellent prices and service.

Ball machines will be available for rental as will demo racquets to try. Towels will be provided to members free of charge or for a dollar for non-members. iTennis will use its experience in pro shop management to create an attractive concession.

A complete listing of merchandise and vending items to be offered by iTennis at Arcadia Park follows (quantities will vary by product, racquets and bags will have 1 to 3 racquets per model, strings will be inventoried by the dozen, vending items will be inventoried by the case):

b. Staffing/Service Plan

iTennis will use its entire management team to ensure the utmost professionalism in the operation of the Arcadia Park Tennis Concession. iTennis will follow its successful blueprint it has established in operating its other concessions. As described above in 'key personnel', these individuals include

John Letts – Owner- ensuring overall quality, professionalism and overall management of the operation.

Sam Cover – Director of Operations – will ensure proper training of pro shop staff, consumer satisfaction, membership issues, marketing, and facility management.

Genya Trosman – iTennis - Director of Tennis – will ensure all teaching professionals have proper training and are effective in their teaching and in their communications with clients and other members of the public and will be the 'buyer' for pro shop tennis merchandise.

Selwyn Brereton – Director of Finance – will ensure that all account balances are current, will follow up on delinquencies, will do monthly reconciliations and ensure monthly rent payments are timely and accurate. Will ensure that all teaching professionals and other staff are paid in a timely manner.

In addition to these key management personnel, iTennis will promote several key figures from within its company who will work full time at the facility. Positions they will fill include:

On site Manager – Uran Wu will move from his position of administering all the City of Pasadena tennis programs to his new role of the manager at Arcadia Park Tennis Center. Uran will ensure the smooth day to day operation of the concession and serve as L.A. County's on-site contact person.

Head Professional - The head professional will be responsible for running the on court activities of the concession. In its various concessions, iTennis has hired its head professionals both from within the company and from outside. If awarded the Arcadia contract, iTennis will hold a nationwide extensive search for the most qualified individual as well as offering the opportunity from one of its own 50 professionals to interview for this position.

Front Desk Staff: Two individuals will be hired to manage the front desk of the facility from 9:00 am to 9:00 pm Mon-Friday and from 9:00 am to 7:00 pm Sat-Sun. These individuals will be trained to answer the phones, answer questions regarding lessons, court reservations, merchandise sales, etc.

Maintenance: A dedicated maintenance worker will be scheduled for at least 10 hours a week for court washing, locker room cleaning, court sweeping, and other general maintenance.

Additional staff professionals will be added as needed. An additional 6 to 8 teaching professionals will be needed to serve anticipated demand.

c. Tennis related merchandise equipment rental.

Besides the sale of racquets, bags, strings & accessories, the pro shop will also offer miscellaneous items like sun screen, hats, wristbands, shoes, and logo shirts.

Also available for rental will be a top of the line ball machine as well as demo racquets to try before purchase.

d. Advertising and Marketing Plan

iTennis is aggressive in marketing its tennis programs in the San Gabriel valley. iTennis will make a vigorous targeted push to residents in Arcadia and neighboring communities including Rosemead, Temple City, San Gabriel, San Marino and Monrovia specifically to promote its programs at Arcadia park. All of the following avenues will be exploited:

Schools:

Flyers will be distributed to all public and private schools within a 10 mile radius of the tennis center. Where flyer distribution is not permitted, efforts will be made to advertise in school newspapers and newsletters.

Print Media:

Ads will be run in appropriate periodicals and print media.

Television:

Cable television ads will be run during major tennis events including Wimbledon and the U.S. Opens in geographic markets in close proximity to the tennis center.

Direct Mailings:

Advertising pieces will be sent to all USTA members residing within a 15 mile radius of the tennis center as well as periodic mailings by zip code.

Fairs:

Summer camp information will be posted at booths for summer fairs.

Churches, Gyms, Cafes, Libraries, etc.

Flyers and displays will be maintained in all possible public areas in proximity to the tennis complexes including nearby churches, fitness gyms, cafes, libraries, and other areas of common gatherings.

Internet:

A website will be maintained for all classes that is easily accessible via google searching. The website address will be widely advertised.

Classes will also be listed at industry sites including tenniswelcomecenter.com, cardiotennis.com, and others. A facebook page will be maintained with news and the ability for patrons to post pictures and feel a sense of community with other tennis patrons.

T-shirts:

T-shirts bearing Arcadia Park and iTennis logos will be freely distributed to participants in Arcadia park events and tournaments

e. Physical changes to Pro Shop

iTennis will do a complete make-over of the Pro shop with new carpeting, paint, display cases, etc. The current pro shop is an embarrassment. iTennis welcomes visits to its current pro shop at County of Los Angeles' Whittier Narrows Tennis Center (or any of its other facilities) as an example of how to keep an immaculate, well-stocked, inviting pro shop concession.

EXHIBIT C

General Maintenance Plan

Section E – iTennis Maintenance Plan

iTennis will ensure that the facility and grounds are kept well cleaned and conditioned for the enjoyment of the public. The trained maintenance crew will have specific daily and weekly duties as follows:

Daily Maintenance. Daily maintenance will include the following:
Clean restrooms and locker rooms prior to opening each morning and again at 2:00 pm.

Pro Shop

- Restock paper supplies (toilet paper, paper towels, seat covers, etc.)
- Restock soap
- Disinfect toilets, sinks, counters & showers
- Mop / vacuum floors
- Empty trash
- Report & make necessary repairs including painting, light bulb replacement, broken glass, dirty or damaged carpeting and/or tiles, or broken or damaged doors or windows
- Tidy up lounge areas with periodicals
- Tidy up pro shop display items and vending items
- Report any plumbing or electrical issues

Grounds

- Empty trash from cans on all courts and seating areas (morning and afternoon)
- Pick up litter from both inside the facility and immediately adjacent to the outside fence (morning and afternoon)
- Check conditions of nets, windscreens, lights, make necessary repairs
- Water decorative plants / flowers
- Report any tennis court light bulbs that need to be replaced
- Report any court surfacing issues or damage

Outside Restroom

- Make visual inspection of restroom supplies and general cleanliness
- Replenish restroom supplies as provided by the County

Weekly Maintenance. Weekly maintenance will include the following:

Landscaping

- Water and maintain any decorative planting placed at the facility

Court Cleaning

- Wash/blow courts weekly (if permitted by County)
 - Courts 1-4 Mondays
 - Courts 5-8 Tuesdays
 - Courts 9-12 Wednesdays

- Check umpire chairs and benches, make necessary repairs
- Check tennis hardware, make necessary repairs

As Needed Maintenance. A clipboard will be kept at the front desk for Pros and Staff to log maintenance needs they have noticed (i.e., burned out lights, broken seating, damaged nets, etc.). Directors will also list requests (i.e. interior wall painting, etc.). Maintenance staff will check this clipboard each morning and make needed repairs.

Sample Front Desk checklists currently used at Whittier Narrows Tennis Center follow.



Front Desk Check List - Opening Shift

#1 Turn on Equipment & Sign-In:

- ☐ 1) Pro Shop Lights & Bathroom Lights
- ☐ 2) Sign-In on Employee Timesheet Binder
- 3) Turn on Men's Room Fan (if needed)
- 4) Turn on TV and set to Tennis Channel 400

#2 Ensure Computer is turned on and working correctly: (PC should be left on overnight)

- ☐ 1) Computer, Monitor, Keyboard, Mouse, Printer(s)
- 2) Restock printer paper if needed
- 3) All Point of Sale peripherals OK

#3 Launch Computer Applications (Only POS should be on-screen initially)

- ☐ 1) Open the front desk notes and read all relevant notes. Respond as needed.
- ☐ 2) Open Windows Mail and read any mail messages. Respond as needed.
- 3) Open the WNTC Guest List spreadsheet
- 4) Open any tennis clinic rosters needed. **Ensure Rosters completed for every class!**

#4 Check Cash Drawer

- ☐ 1) Open cash drawer (CTRL+ F8). Check for adequate "change" (cash & coins).
- 2) Count opening cash balance (no coins). **Enter opening balance here \$**_____

#5 Check Coffee Area

- ☐ 1) Clean and restock Coffee area
- 2) Clean/Rinse coffee pot with soap/sponge if needed. (Be careful not to break the glass!)
- 3) Plug in coffee machine and make pot of coffee if needed .

#6 Check Vending (Vending should be restocked by evening shift)

- ☐ 1) Check food and drink vending to ensure stocked completely
- 2) Organize vending shelves if needed (it should look tidy!).
- 3) Remove any expired items from shelves.

#7 Check Bathrooms

- ☐ 1) Wipe down all toilets/sink area using wipes/windex as needed.
- ☐ 2) Pick up any trash on the floor. Replace womens' stall trash can liners if needed.
- 3) Re-fill toilet paper, Toilet Seat Covers, and hand-towels if needed.
- 4) If needed, Mop bathroom area. (Empty Mop water by Trash Bin at front gate.)
- 5) Bathrooms should be checked 3x during shift. Please note time checks completed:
First Check:_____ **Second Check:**_____ **Third Check:**_____



#8 Check Pro Shop Lobby Area: (Trash should be emptied by night shift)

- 1) Ensure trash cans have been emptied
- 2) Pick up any trash on floor, table, couch, or coffee table area.
- 3) Tidy up publications in the coffee table area and tidy up Pro Shop counter.
- 4) Make sure all appropriate sign-in sheets available (file old sign-in sheets).
- 5) Print additional Release Forms, Membership Forms, or Clinic Schedules as needed.

#9 Check court sheet:

- 1) Review the day's court sheet so you're familiar with the day's tennis activities.
- 2) Ensure that at least 2 weeks of future court sheets have been completed.

#10 Check Pro Shop

- 1) All tennis racquets are appropriately locked. (Contact Luana if you think a racquet is missing).
- 2) Review Inventory for low or out-of-stock merchandise & tennis balls. Re-stock items if possible or make FD note of items that are "out" or "low."
- 3) Tidy up the under-counter display case if needed.
- 4) Check your staff box for any mail
- 5) Check Punch Cards to Give-Out. Distribute any punch cards as needed.
- 6) Check the racquets to be strung - string racquets in order of date needed by customer.

#11 Check Outside Pro Shop:

- 1) Place "All Patrons Must Sign-In" display outside by entrance
- 2) Open up all umbrellas if weather permitting (not too windy)
- 3) Check water at north/south side of pro shop. Turn off water if watering done overnight.
- 4) Tuesdays & Thursdays: Use rolling trash can to empty court trash cans.
- 5) Pick up trash around entrance area, under bleachers, any by back benches.
- 6) Check large trash bins and empty if needed.

#12 Check Phone Messages:

- 1) Listen to all phone messages. Make court reservations or take a detailed msg on the Message Slips.
- 2) Delete phone messages that have been actioned.

#13 End of Shift

- 1) Ensure any issues that came up during shift have been documented in a FD note.
- 2) Make final check of bathrooms, coffee area, lobby area, and FD counter area. Don't leave any unpleasant "surprises" for the next shift!
- 3) Discuss any "open" items with the 2nd shift person.
- 4) Make sure to **SAVE** all changes you made to any computer documents: ie., Rosters, FD Notes, etc. Don't lose your work!
- 5) Check shift schedule so you know when you're scheduled to work. It might change!
- 6) Make final count of Cash in Drawer (no coins). **Enter balance:** \$ _____

Leave this form in Kristian's Box.

Your Signature*: _____ **Date** _____

** I hereby certify that the above provided information is true and correct to the best of my ability.*



Front Desk Check List - Closing Shift

#1 Get Update on Status with Opening Shift Person:

- ☐ 1) Discuss any "open items" (Racquet Stringing needs, Demo racquets out, Class Rostering, etc.) with Opening Shift. (Do Step #2 below before Shift 1 person leaves)
- 2) Sign-In on the Employee Timesheet & Check your staff box

#2 Check Cash Drawer (Closing shift opening balance should match opening shift closing balance).

- ☐ 1) Open cash drawer (CTRL+ F8). Check for adequate "change" (cash & coins).
- 2) Count opening cash balance (no coins). **Enter opening balance here \$** _____

#3 Check Computer Applications (Front Desk Computer is BUSINESS Use only).

- ☐ 1) Open the front desk notes and read all relevant notes. Respond as needed.
- 2) Open Windows Mail and read any mail messages. Respond as needed.
- 3) Open the WNTC Guest List spreadsheet
- 4) Open any tennis clinic rosters needed. **Ensure rosters completed for every class!**

#4 Check court sheet:

- ☐ 1) Review the day's court sheet so you're familiar with the day's tennis activities.
- 2) Ensure that at least 2 weeks of future court sheets have been completed.

#5 Check Phone Messages:

- ☐ 1) Listen to all phone messages. Make court reservations or take a detailed msg on the Message Slips.
- 2) Delete phone messages that have been actioned.

#6 Check Racquet Stringing:

- ☐ 1) Review the racquets in the "Needs to be Strung" rack.
- 2) String racquets in priority order by their "Date Needed."
- 3) If you don't string, ensure that Luana is aware of any racquets that need to be strung within 24 hours to meet the customer's "Date Needed."

#7 Check Coffee Area

- ☐ 1) Clean and restock Coffee area
- 2) Clean/Rinse coffee pot with soap/sponge if needed. (Be careful not to break the glass!)
- 3) Make pot of coffee if needed (Remember to let machine cool before re-brewing).

#8 Check Vending

- ☐ 1) Check food and drink vending to ensure stocked adequately at beginning of shift.
- 2) Organize vending shelves if needed (it should look tidy!).
- 3) Remove any expired items from shelves.



#9 Check Bathrooms

- 1) Wipe down all toilets/sink area using wipes/windex as needed.
- 2) Pick up any trash on the floor. Replace womens' stall trash can liners if needed.
- 3) Re-fill toilet paper, Toilet Seat Covers, and hand-towels if needed.
- 4) If needed, Mop bathroom area. (Empty mop water by Trash Bin at front gate.)
- 5) Bathrooms should be checked 3x during shift. Please note time checks completed:
First Check:_____ **Second Check:**_____ **Third Check:**_____

#10 Check Pro Shop Lobby Area:

- 1) Pick up any trash on floor, table, couch, or coffee table area.
- 2) Check ice cream freezer. Ensure sliding door is clean and closed completely.
- 3) Tidy up publications in the coffee table area.
- 4) Tidy up Front Desk Counter (business cards, signs, sign-in sheets, publications).
- 5) Make sure all appropriate sign-in sheets available (file old sign-in sheets).
- 6) Print additional Release Forms, Membership Forms, or Clinic Schedules as needed.

#11 Check Pro Shop

- 1) All tennis racquets are appropriately locked. (Contact Luana if you think a racquet is missing).
- 2) Review Inventory for low or out-of-stock merchandise & tennis balls. Re-stock items if possible or make FD note of items that are "out" or "low."
- 3) Tidy up the under-counter display case if needed.
- 4) Tidy up behind the Front Desk: (a) Make sure printers are adequately stocked with paper, (b) counter area is clean and tidy, (c) pencils are sharpened, (d) storage shelves under counter are tidy, (d) lost/found is placed in storage box upstairs.
- 5) Ensure adequate supply of Stringing Order Cards and Private Lesson Slips.
- 6) Review "Punch Cards to Give Out" box. Distribute punch cards as appropriate.

#12 Check Outside Pro Shop: (do not leave FD unattended for long! Use Judgement).

- 1) Open up all umbrellas if weather permitting (if too windy, close umbrellas).
- 2) Pick up trash around entrance area, under bleachers, any by back benches.
- 3) Check large trash bins and empty if needed.

#13 End of Shift Step 1 (Prep & Re-Stock)

- 1) Ensure any issues that came up during shift have been documented in a FD note.
- 2) Make sure to SAVE all changes you made to any computer documents: ie., Rosters, FD Notes, etc. Don't lose your work!
- 3) Print out the next days' Daily Sign-In Sheet (Remember to select # pages desired).
- 4) File all old sign-in sheets (Daily Sign-In, Cardio, Weekly Free Clinic, etc).
- 5) Check shift schedule so you know when you're scheduled to work. It might change!
- 6) Check to see if any demo racquets are still out on-court. Lock up all racquets.
- 7) Re-Stock all drink and food vending (remove expired vending from shelves)
- 8) Place the current days' court sheet on bottom of pile (tomorrow's court sheet on top)



#13 End of Shift Step 2 (Clean-Up)

- 1) Empty and replace trash liners for all Pro Shop trash cans (coffee area + FD).
- 2) Do final quick check of bathrooms
- 3) Monday/Wednesday/Friday/Saturday Closing: Complete bathroom cleaning required, wipe down toilets and sink area, pick up and empty bathroom trash, restock toilet paper and hand towels.
- 4) Rinse and empty coffee machine. Clean coffee area of spilled liquids, sugar, etc.
- ☐ 5) Pick up and tidy up Pro Shop Lobby Area.
- 6) Saturday Closing Only: Use rolling trash can to empty court trash bins. Pick up tennis balls left on courts/grounds. (Don't leave FD unattended. Lock Pro Shop if Needed.)
- 7) Take down umbrellas and turn off water at north/south side of building if needed
- 8) Bring "All Patrons Must Sign-In" sign inside pro shop
- 9) Make sure all equipment on-court is brought inside (ball machines, teaching equip...)
- 10) Make sure outside shed and storage closet is locked.

#14 End of Shift Step 3 (Point-of-Sale and Computer Close Out)

- 1) Complete End-of-Day Process in Point-of-Sale (make sure EOD Receipt prints out)
- 2) Create Daily Cash Drop Envelope. Write Name and Date on outside of envelope.
- 3) Empty ALL Receipts, checks, large bills (\$100/50) from drawer into envelope.
- 4) Leave \$80 worth of \$20 bills in drawer. Remove all other \$20 bills. Place in envelope.
- ☐ 5) Remove \$10/\$5/or\$1 bills only if overflowing in drawer. Place in envelope.
- 6) Count total cash placed in envelope. Write total on outside of receipt.
- 7) Seal envelope with EOD Receipt, all checks, receipts, and cash. Drop in Safe.
- 8) Make final count of Cash in Drawer (no coins). **Enter balance:** \$ _____
- 9) After saving all open documents, close out of all applications except POS. Leave computer, monitor, and printer on.

#15 End of Shift Step 4 (Final)

- 1) Make sure all members and patrons have exited the facility. Do Visual Check!
- 2) Turn off all fans (FD and bathrooms)
- ☐ 3) Unplug coffee machine, Turn off TV and Restroom Lights
- 4) Turn off all court lights
- 5) Turn off Pro Shop Lights, lock front door and lock external gate. Scramble PadLock Codes.

Leave this form in Kristian's Box.

Your Signature*: _____ **Date** _____

** I hereby certify that the above provided information is true and correct to the best of my ability.*

EXHIBIT D

Site Map

Arcadia Tennis Center

Appendix C

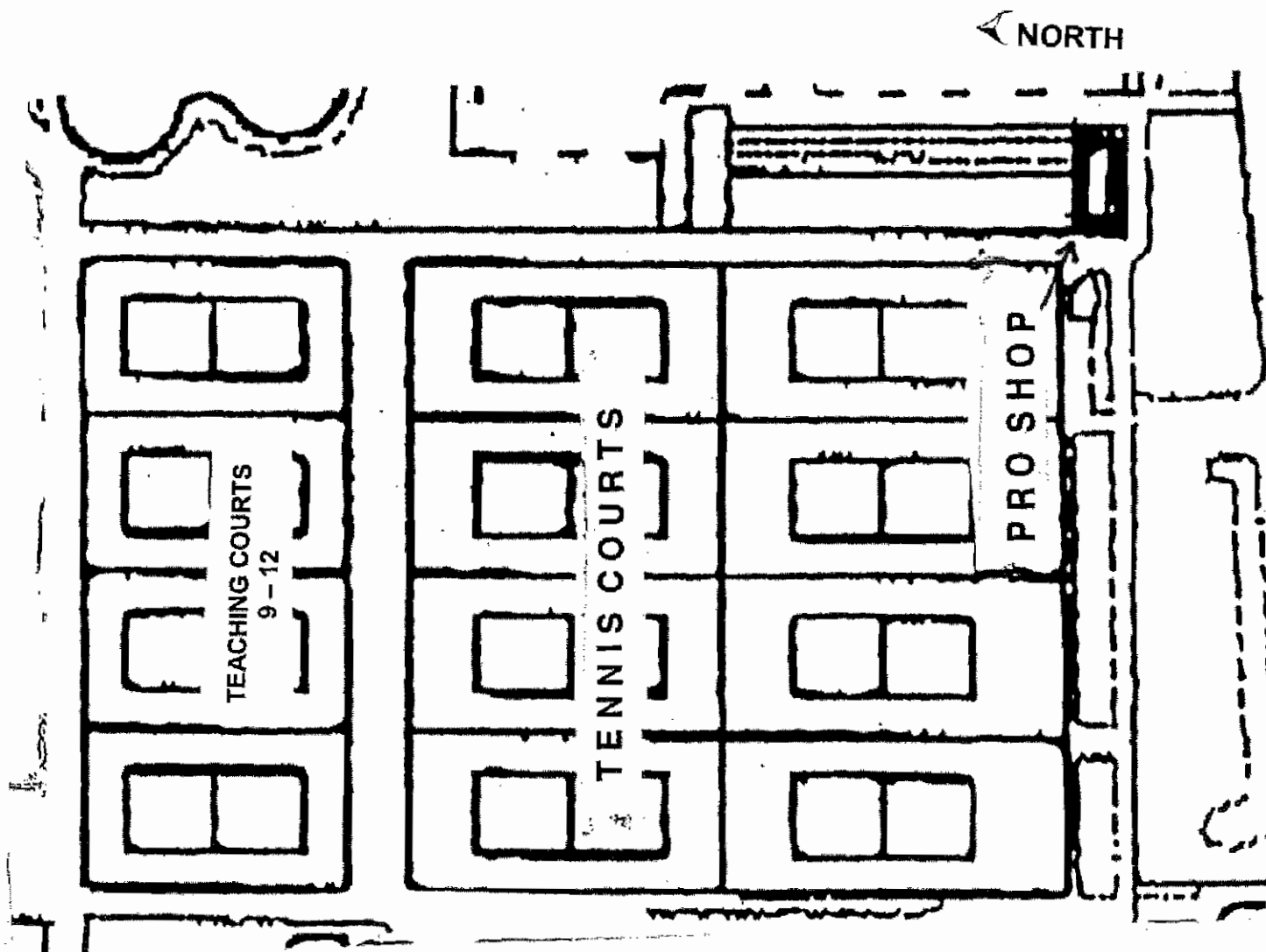
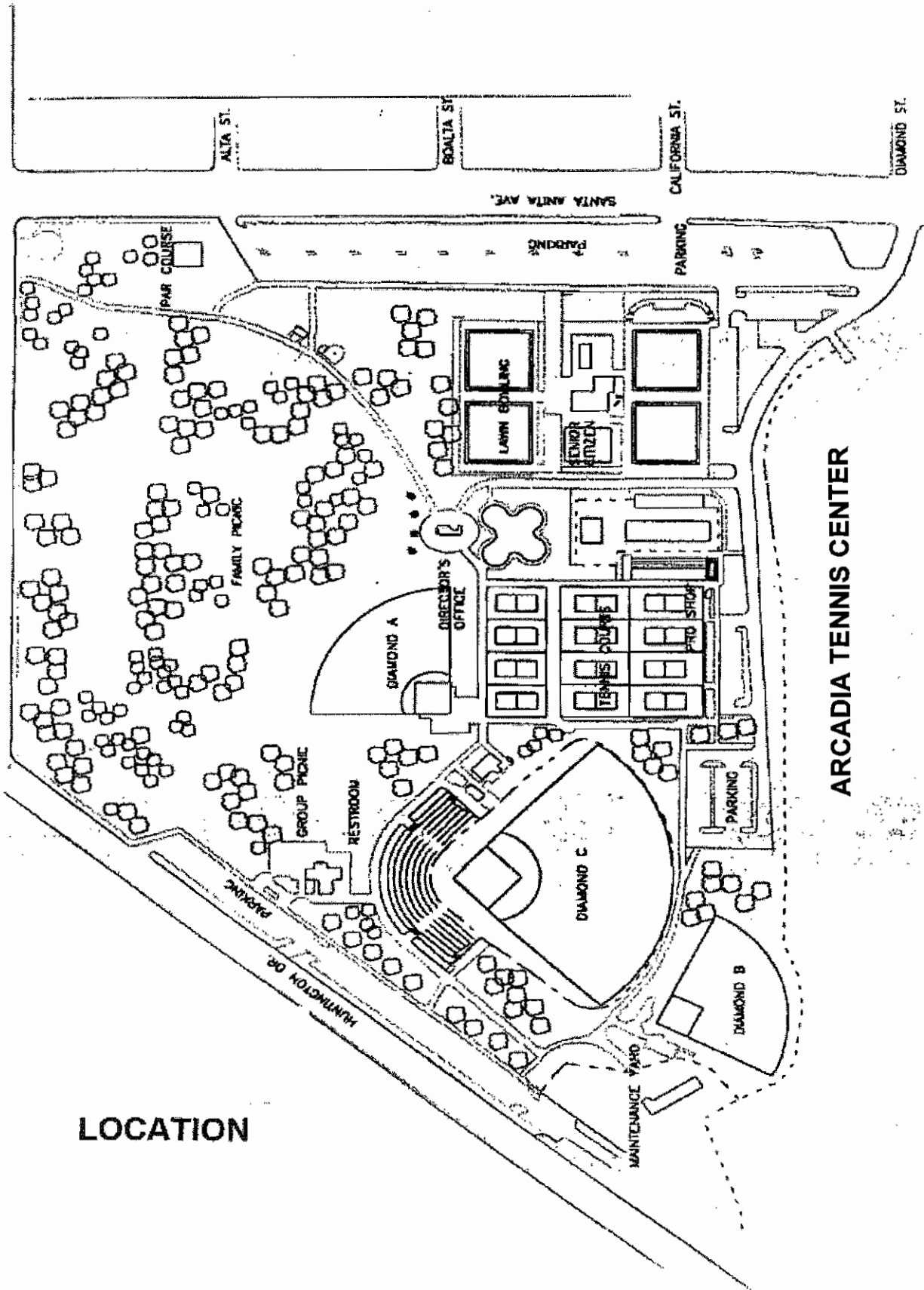


EXHIBIT B
DEMISED PREMISES

Arcadia Tennis Center



LOCATION

ARCADIA TENNIS CENTER

Arcadia Tennis Center



EXHIBIT E

IRS Notice 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee **within 1 week** of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 205991



EXHIBIT F

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All Proposers/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____



I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.



I AM



As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

- II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American			1			1
Hispanic / Latino				1	4	2
Asian or Pacific Islander					2	4
American Indian/ Alaskan Native			1			
Filipino American					1	1
White	1			1	3	8

- III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

- IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

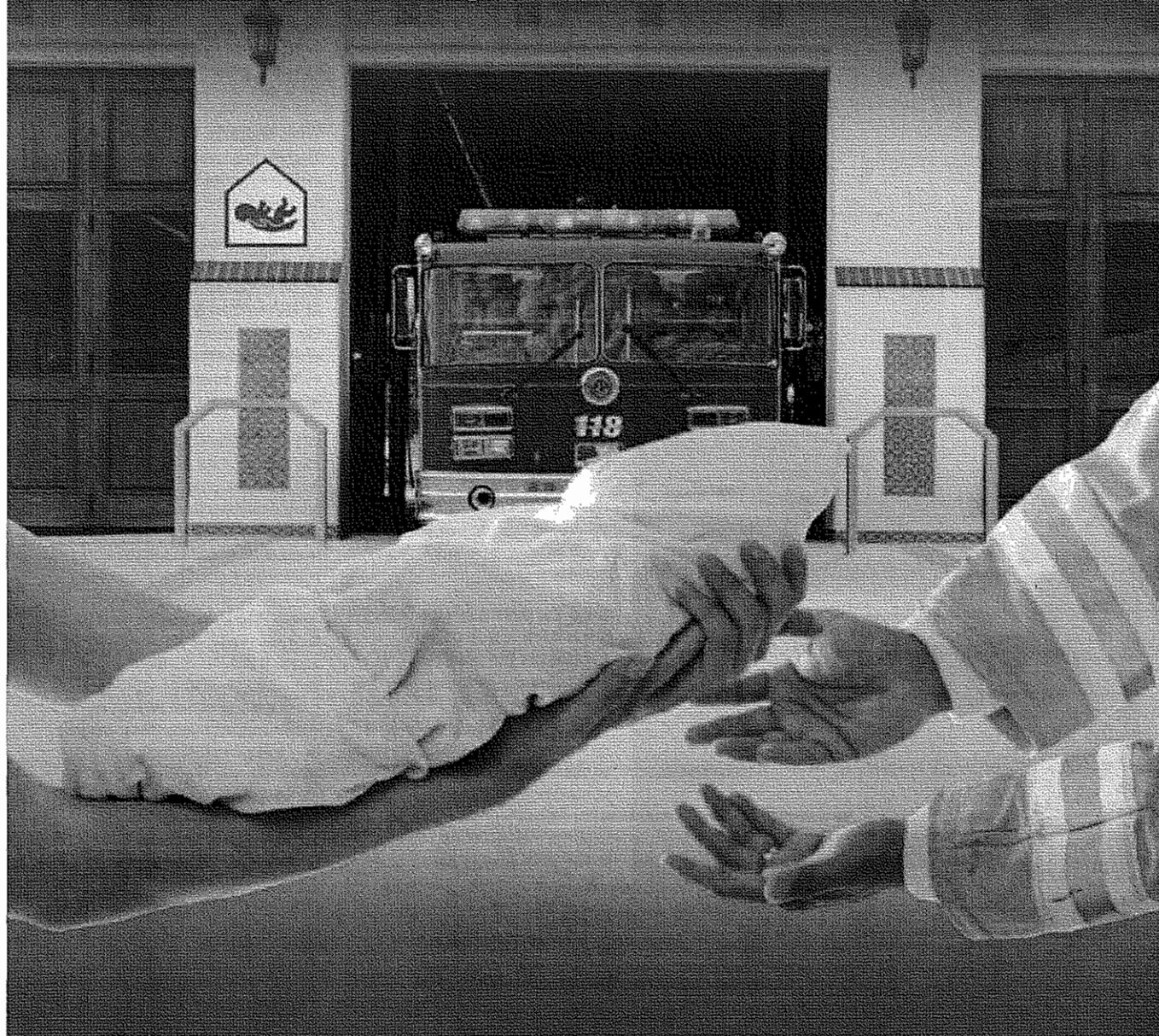
- V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature: 	Title: President 8-25-2010	Date: 8-25-2010
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EXHIBIT G

Safely Surrendered Baby Law

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

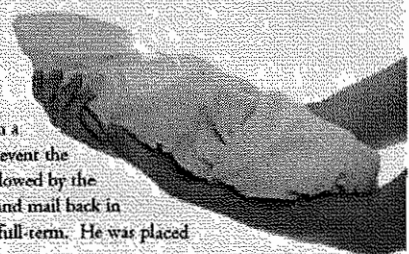
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

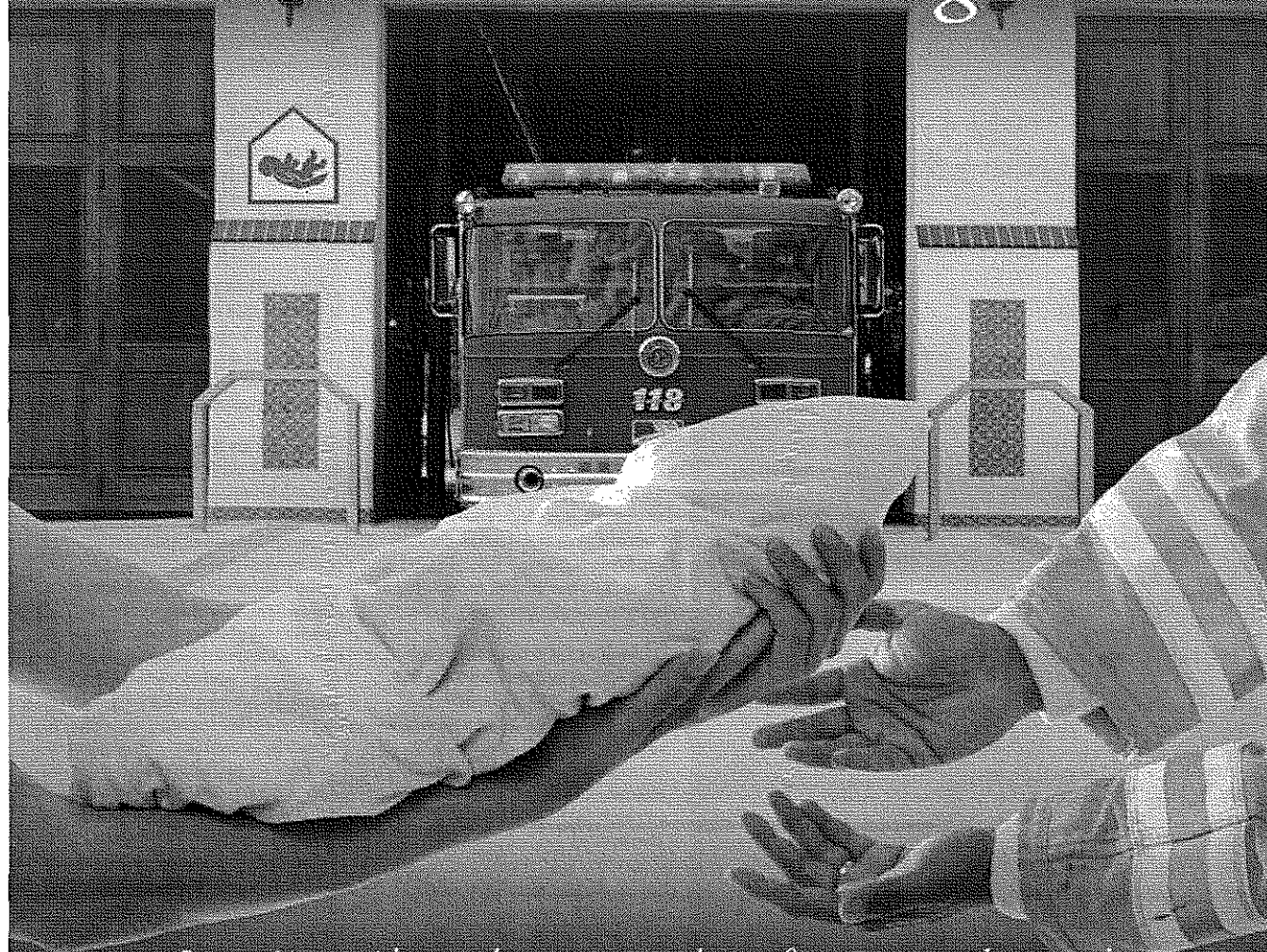
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



SPECIFICATIONS FOR RESURFACING TENNIS COURTS

Arcadia Regional Community Park
405 South Santa Anita Avenue
Arcadia, CA 91066

SCOPE OF WORK

The required construction shall include furnishing of all materials, equipment and labor necessary to resurface the tennis courts. All work shall be in accordance with these specifications and drawings. A minimum of eight courts shall be open for play during the limit of this contract.

PERSONAL AND PROPERTY DAMAGE

Until the work is completed and accepted by the director, the Concessionaire shall assume all risks and bear all losses that may result from any cause to the work and to existing structures and equipment, and to other property located on the premises or adjacent thereto, belonging to the County, and he shall assume all damage or injury that may result to all such property and/or to persons where such damage, or injury is caused in connection with his work or is due to his negligence or to his leaving open or unprotected portions of streets or other property.

PROTECTIVE MEASURES

The Concessionaire shall provide and maintain substantial and adequate protection as may be required to protect new and existing work and all items of equipment and furnishings for the entire duration of work.

The Concessionaire shall repair or make good any and all damage or loss he may cause to the site or other County property to the full satisfaction of the Department of Parks and Recreation.

QUALIFICATIONS OF CONTRACTOR

Concessionaire shall employ an approved applicator, of the past fifteen years, for the system of materials he proposes to use.

MATERIALS

1. Material shall be an acrylic base and color coat process as specified herein. All material shall have the manufacturer's label on each container.
2. Submit the manufacturer's data for approval and color palette for section of two colors. The existing colors of the tennis courts will change. The new colors should match the U.S. Open Colors of blue and green (see Exhibit K, of the agreement, for a sample of the colors).

Tennis Court Lines

White copolymer acrylic coating.

PREPARATION

All existing play lines and coated surfaces shall be removed completely by the applicator to assure a positive bond by machine grinder or sandblasting, followed by an acid wash.

Repair concrete subsurface as needed to provide a smooth surface for court coating.

The courts are to be cleaned of old coating, repair work shall be completed, and thereafter the courts shall be washed with diluted muriatic acid solution of one part acid and fifty parts water and flushed with water to remove all acid.

Holes and cracks more than 1/8 inch wide shall be filled with an acrylic patching mix, as recommended by the surfacing product manufacturer.

INSTALLATION

All coats to be dry before applying subsequent coats of paint.

1. Bond/Primer Coat (Polyvinyl Chloride or equal)

Spray or roll on Polyvinyl Chloride coat pigmented with color to match surface coats, applied at a uniform rate of twenty-four gallons per court.

2. Acrylic/Base Texture Coat (or equal)

Apply two squeegee coats of acrylic emulsion in color(s) selected. Grade of silica in emulsion shall be 60 mesh for first or bottom coat and 90 mesh for second or top coat to provide a slow speed of play. Mix to be three parts acrylic, two parts water (as needed to be workable), two parts "Oklahoma" silica mesh and on half part acrylic binder.

3. Acrylic Finish Coat (or equal)

Apply one squeegee coat of acrylic emulsion in color selected. Mix to be three parts acrylic and two parts water as needed to be workable. No squeegee marks are to remain and finished surface shall be a level plane.

4. Lines and Curing

The play lines shall be sharp and accurate in dimensions as specified by the U.S. Lawn Tennis Association. The paint shall be white acrylic latex, two coats applied by hand brush between strips of masking tape. Court may be opened for play after the lines have been allowed to dry for a minimum of twenty-four hours.

CLEAN UP

Upon completions and before acceptance of work, all surplus materials, debris emanating from the work and all construction equipment shall be removed from the site.

JOB REFERENCE

Prior to commencement of the work and at any time questions pertaining to this project may arise, contractor will contact the County's East Region Construction and Planning Division of the Department of Parks and Recreation at (213) 351-5198.

SURFACE WARRANTY

This warranty shall be executed by the surfacing contractor and the product manufacturer jointly and in writing. The warranty shall cover defects in workmanship or materials for a period of one year from date of acceptance by the Director. During this warranty period defects shall be repaired or replaced at no cost to the County by either party of both Contractor and manufacturer, jointly.

Items not covered by the warranty are: abuse, neglect, failure to maintain and normal wear and tear.

1. ALL DIMENSIONS TO OUTSIDE OF LINE EXCEPT CENTER LINE
2. 2", 2 3/8" REFERS TO WIDTH OF THE LINES

TYPICAL STAINING & STRIPING PLAN

**PLANNING AGENCY
DEPARTMENT OF
PARKS & RECREATION
COUNTY OF LOS ANGELES**

SCALE: 1" = 20'

TENNIS COURT RESURFACING

100 NO.

DATE 11/84

115

DRAW. NO.

DR. C. S. MAREY

12X

部

EXHIBIT I

Sample Colors for Tennis Courts



SMOKING BAN ORDINANCE

ORDINANCE NO. _____

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows.

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited,

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and
- 2 Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
Concessionaire Monthly Rent Form**

Submit original and duplicate copy with payment to: Treasurer/Tax Collector, PO Box 54927, Los Angeles, CA 90054-0927

iTennis

Concessionaire Name

For the month of

Year

Arcadia Community Regional Park Tennis Center

PK-

Facility and Location

Agreement No. (include on check)

Signature

Date Submitted

	Contract Percentage	Gross Receipts	Rental Amount
1st and 2nd Year Term **			
Food and Beverages	10%	\$	\$
Merchandise	10%	\$	\$
Court Reservations	20%	\$	\$
Equipment Rental	5%	\$	\$
Equipment Repair	5%	\$	\$
Lessons (public & private)	15%	\$	\$
Tennis/Holiday Camps	10%	\$	\$
Tournaments (\$2.00 x number of entrants of: _____)			\$
Tournament Fees	---	\$	
Other Revenue (specify)			
_____	10%	\$	\$
_____	10%	\$	\$
	Total	\$ (C)	\$ (B)
Total Rent Paid (Greater of minimum rent [A] or percentage rent [B])			\$
	Monthly Utilities		\$150.00
	Adjustments (explain below)		\$
	Non-sufficient funds (\$33 ea.)		\$
	RENTAL CHECK		\$
	CIPF CHECK (2% of C)		\$

Monthly Minimum Rent: \$1,300.00 (A)

* Supporting Documentation Attached

** Years 2012-2014 (refer to section 6.0 of the agreement)

Explanation of Adjustments:

FOR DEPARTMENTAL USE ONLY

_____	_____	_____	\$ _____	\$ _____
Misc. Receipt No.	Deposit Permit No.	Deposit Date	Total Amt. Deposited	25% CIPF

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
Concessionaire Monthly Rent Form**

Submit original and duplicate copy with payment to: Treasurer/Tax Collector, PO Box 54927, Los Angeles, CA 90054-0927

iTennis

Concessionaire Name

For the month of

Year

Arcadia Community Regional Park Tennis Center

PK-

Facility and Location

Agreement No. (include on check)

Signature

Date

	Contract Percentage	Gross Receipts	Rental Amount
3rd and 4th Year Term **			
Food and Beverages	11%	\$ _____	\$ _____
Merchandise	11%	\$ _____	\$ _____
Court Reservations	20%	\$ _____	\$ _____
Equipment Rental	6%	\$ _____	\$ _____
Equipment Repair	6%	\$ _____	\$ _____
Lessons (public & private)	15%	\$ _____	\$ _____
Tennis/Holiday Camps	10%	\$ _____	\$ _____
Tournaments (\$2.00 x number of entrants of: _____)			\$ _____
Tournament Fees	---	\$ _____	
Other Revenue (specify)			
_____	10%	\$ _____	\$ _____
_____	10%	\$ _____	\$ _____
	Total	\$ _____ (C)	\$ _____ (B)

Total Rent Paid (Greater of minimum rent [A] or percentage rent [B]) \$ _____

Monthly Utilities \$150.00

Adjustments (explain below) \$ _____

Non-sufficient funds (\$33 ea.) \$ _____

RENTAL CHECK \$ _____

CIPF CHECK (2% of C) \$ _____

Monthly Minimum Rent: \$ _____ (A)

* Supporting Documentation Attached

** Years 2014-2016 (refer to section 6.0 of the agreement)

Explanation of Adjustments:

FOR DEPARTMENTAL USE ONLY

Misc. Receipt No.

Deposit Permit No.

Deposit Date

\$ _____
Total Amt. Deposited

\$ _____
25% CIPF

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
Concessionaire Monthly Rent Form**

Submit original and duplicate copy with payment to: Treasurer/Tax Collector, PO Box 54927, Los Angeles, CA 90054-0927

iTennis

Concessionaire Name

For the month of

Year

Arcadia Community Regional Park Tennis Center

PK-

Facility and Location

Agreement No. (include on check)

Signature

Date

	Contract Percentage	Gross Receipts	Rental Amount
5rd and 6th Year Term **			
Food and Beverages	12%	\$ _____	\$ _____
Merchandise	12%	\$ _____	\$ _____
Court Reservations	20%	\$ _____	\$ _____
Equipment Rental	7%	\$ _____	\$ _____
Equipment Repair	7%	\$ _____	\$ _____
Lessons (public & private)	15%	\$ _____	\$ _____
Tennis/Holiday Camps	10%	\$ _____	\$ _____
Tournaments (\$2.00 x number of entrants of: _____)			\$ _____
Tournament Fees	---	\$ _____	
Other Revenue (specify)			
_____	10%	\$ _____	\$ _____
_____	10%	\$ _____	\$ _____
	Total	\$ _____ (C)	\$ _____ (B)

Total Rent Paid (Greater of minimum rent [A] or percentage rent [B]) \$ _____

Monthly Utilities \$150.00

Adjustments (explain below) \$ _____

Non-sufficient funds (\$33 ea.) \$ _____

RENTAL CHECK \$ _____

CIPF CHECK (2% of C) \$ _____

Monthly Minimum Rent: \$ _____ (A)

* Supporting Documentation Attached

** Years 2016-2018 (refer to section 6.0 of the agreement)

Explanation of Adjustments:

FOR DEPARTMENTAL USE ONLY

Misc. Receipt No.

Deposit Permit No.

Deposit Date

\$ _____
Total Amt. Deposited

\$ _____
25% CIPF

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
Concessionaire Monthly Rent Form**

Submit original and duplicate copy with payment to: Treasurer/Tax Collector, PO Box 54927, Los Angeles, CA 90054-0927

iTennis

Concessionaire Name

For the month of

Year

Arcadia Community Regional Park Tennis Center

PK-

Facility and Location

Agreement No. (include on check)

Signature

Date

	Contract Percentage	Gross Receipts	Rental Amount
7th, 8th, 9th Year Term **			
Food and Beverages	13%	\$ _____	\$ _____
Merchandise	13%	\$ _____	\$ _____
Court Reservations	20%	\$ _____	\$ _____
Equipment Rental	8%	\$ _____	\$ _____
Equipment Repair	8%	\$ _____	\$ _____
Lessons (public & private)	15%	\$ _____	\$ _____
Tennis/Holiday Camps	10%	\$ _____	\$ _____
Tournaments (\$2.00 x number of entrants of: _____)			\$ _____
Tournament Fees	---	\$ _____	
Other Revenue (specify)			
_____	10%	\$ _____	\$ _____
_____	10%	\$ _____	\$ _____
	Total	\$ _____ (C)	\$ _____ (B)

Total Rent Paid (Greater of minimum rent [A] or percentage rent [B]) \$ _____

Monthly Utilities \$150.00

Adjustments (explain below) \$ _____

Non-sufficient funds (\$33 ea.) \$ _____

RENTAL CHECK \$ _____

CIPF CHECK (2% of C) \$ _____

Monthly Minimum Rent: \$ _____ (A)

* Supporting Documentation Attached

** Years 2018-2021 (refer to section 6.0 of the agreement)

Explanation of Adjustments:

FOR DEPARTMENTAL USE ONLY

Misc. Receipt No.

Deposit Permit No.

Deposit Date

\$ _____
Total Amt. Deposited

\$ _____
25% CIPF

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
Concessionaire Monthly Rent Form**

Submit original and duplicate copy with payment to: Treasurer/Tax Collector, PO Box 54927, Los Angeles, CA 90054-0927

iTennis

Concessionaire Name

For the month of

Year

Arcadia Community Regional Park Tennis Center

PK-

Facility and Location

Agreement No. (include on check)

Signature

Date

	Contract Percentage	Gross Receipts	Rental Amount
10th, 11th, 12th Year Term **			
Food and Beverages	14%	\$ _____	\$ _____
Merchandise	13%	\$ _____	\$ _____
Court Reservations	20%	\$ _____	\$ _____
Equipment Rental	9%	\$ _____	\$ _____
Equipment Repair	9%	\$ _____	\$ _____
Lessons (public & private)	15%	\$ _____	\$ _____
Tennis/Holiday Camps	10%	\$ _____	\$ _____
Tournaments (\$2.00 x number of entrants of: _____)			\$ _____
Tournament Fees	---	\$ _____	
Other Revenue (specify)			
_____	10%	\$ _____	\$ _____
_____	10%	\$ _____	\$ _____
	Total	\$ _____ (C)	\$ _____ (B)

Total Rent Paid (Greater of minimum rent [A] or percentage rent [B]) \$ _____

Monthly Utilities \$150.00

Adjustments (explain below) \$ _____

Non-sufficient funds (\$33 ea.) \$ _____

RENTAL CHECK \$ _____

CIPF CHECK (2% of C) \$ _____

Monthly Minimum Rent: \$ _____ (A)

* Supporting Documentation Attached

** Years 2021-2024 (refer to section 6.0 of the agreement)

Explanation of Adjustments:

FOR DEPARTMENTAL USE ONLY

Misc. Receipt No.

Deposit Permit No.

Deposit Date

\$ _____
Total Amt. Deposited

\$ _____
25% CIPF

EXHIBIT L – Proposed Projects

PROJECT TITLE: Pro Shop Make-over & Rebranding	
PROJECT DESCRIPTION: During year one, ITennis will use its own start up funds to complete a make-over of the pro shop. ITennis will create an inviting, attractive pro shop that will immediately improve customer's perceptions of the facility and lead to increased future pro shop revenues. Interior flooring will be replaced; interior walls will be repainted; new display fixtures and cases will be installed. In addition, new signage will be placed at the pro shop exterior as well as the park entrance. In addition, ITennis will also make a detailed capital needs assessment and conduct a survey of current patrons of the facility to understand their needs & desires for future capital improvements.	
SUMMARY OF 1ST YEAR INITIATIVE: <ul style="list-style-type: none">• Replace interior flooring in pro shop• Repaint interior of pro shop• Affix new signage at pro shop interior• Affix new signage at entrance to park• Complete assessment of needed upgrades & repairs• Complete survey of patrons of most desired upgrades & repairs	
ESTIMATED COSTS: \$7500	FUNDING SOURCE: Year One Start Up Expenses
ESTIMATED START DATE: 1/1/2011	ESTIMATED COMPLETION DATE: 12/31/2011

PROJECT TITLE:
Locker Room Make-Over

PROJECT DESCRIPTION:

The project for year two will be to make the interior men's and women's dressing rooms fully functional, clean and appealing. The goal will be to open the locker rooms as an additional amenity for patrons. At present, these interior dressing rooms are used for storage and are in a state of complete disrepair. Lockers will be replaced and the dressing rooms will be advertised as open for public use. This will be a very positive benefit for patrons wishing to shower & change after participating in tennis activities. iTennis will also launch its capital fundraising campaign for major improvements beginning in year 3.

SUMMARY OF 2nd YEAR INITIATIVE:

- Replace flooring in interior dressing rooms
- Repaint interior of dressing rooms
- Affix new signage indicating availability of dressing rooms
- Repair/replace toilets, showers, & fixtures as necessary
- Repair plumbing as needed
- Replace lockers
- Launch capital campaign for year three improvements

ESTIMATED COSTS:
\$9500.00

FUNDING SOURCE:
iTennis CIP Fund (year one) - \$4544
iTennis CIP Fund (year two) - \$4956

ESTIMATED START DATE:
1/1/2012

ESTIMATED COMPLETION DATE:
12/31/2012

EXHIBIT 15

Proposed CIP Project Form

Arcadia Tennis Concession

PROJECT TITLE: Tennis Court Resurfacing	
PROJECT DESCRIPTION: iTennis will resurface the tennis courts according to County specifications in year three. SUMMARY OF 3 rd YEAR TENNIS RESURFACING INITIATIVE (A): <ul style="list-style-type: none">• Resurface tennis courts blue & green according to County specs	
ESTIMATED COSTS: Total \$43,707	FUNDING SOURCE: iTennis: Matching grants - \$30,000 Fundraising - \$13,707 <i>(iTennis will be responsible for entire amount regardless of success of fundraising efforts)</i>
ESTIMATED START DATE: 1/1/2013	ESTIMATED COMPLETION DATE: 12/31/2013

EXHIBIT 15

Proposed CIP Project Form

Arcadia Tennis Concession

PROJECT TITLE: Tennis courts Improvements	
PROJECT DESCRIPTION: In addition to resurfacing the courts in accordance with County specifications, iTennis will replace net support anchors, posts, and reels, install cabanas, repair & replace stadium bleachers, and replace the Public Address system as needed. iTennis will explore all possible avenues for raising money for these facility enhancements including raising money through a) fundraising efforts and special events and b) seeking grants from the NRPA (National Recreation and Parks Authority) and the USTA (United States Tennis Association). Complete funding will likely be accomplished through leveraging the County's existing CIP fund (as described in the mandatory proposer's conference) with additional matching grants, fundraising efforts, and use of the iTennis CIP fund. SUMMARY OF 3 rd YEAR INITIATIVE FOR TENNIS COURT IMPROVEMENT (B): <ul style="list-style-type: none">• Repair/replace net support anchors, posts, and reels.• Repair/replace stadium bleachers as needed• Install court cabanas for seating and shade• Repair/replace public address system	
ESTIMATED COSTS: Total \$36,293	FUNDING SOURCE: iTennis CIP Fund (year two balance) - \$270 iTennis CIP Fund (year three) - \$6023 Existing Arcadia Park CIP Fund - \$30,000
ESTIMATED START DATE: 1/1/2013	ESTIMATED COMPLETION DATE: 12/31/2013

PROJECT TITLE:

Fencing & Windscreens

PROJECT DESCRIPTION:

In its fourth year of operation, ITennis will seek to ensure that the court enclosures including the fencing and windscreens are in premium condition. Fencing will be spray-painted black to add more of an upscale look & feel to the facility. Windscreens will be replaced as needed.

SUMMARY OF 4th YEAR INITIATIVE:

- Repair/replace fencing as needed
- Paint fencing and light posts black
- Replace windscreens as needed

ESTIMATED COSTS:

\$6500.00

FUNDING SOURCE:

ITennis CIP Fund (year four) - \$6500

ESTIMATED START DATE:

1/1/2014

ESTIMATED COMPLETION DATE:

12/31/2014

PROJECT TITLE: Conversion of storage space to lounge/study area	
PROJECT DESCRIPTION: The current concessionaire uses the space adjacent to the public bathrooms to the north of the stadium bleachers for ball cart storage only. At present, this space is unusable for any other purpose. In this phase of capital improvement, ITennis will refloor & repaint this area as needed to make this space usable. A survey of patrons will be made to assess the best possible use of this space including possibly a) a study area for kids b) a lounge area for patrons, and/or c) a work out area. SUMMARY OF 5th YEAR INITIATIVE: <ul style="list-style-type: none"> • Refloor interior storage area • Repaint interior of storage area 	
ESTIMATED COSTS: \$3000	FUNDING SOURCE: ITennis CIP Fund (year four balance) - \$426 ITennis CIP Fund (year five) - \$2574
ESTIMATED START DATE: 1/1/2015	ESTIMATED COMPLETION DATE: 12/31/2015

PROJECT TITLE:

Green conversion & upgrade

PROJECT DESCRIPTION:

ITennis will turn its attention to the latest in energy saving & green technologies in the sixth year of its contract to ensure the latest power saving and energy efficient operations are in place at the facility.

SUMMARY OF 6th YEAR INITIATIVE:

- Replace HVAC with energy saving device
- Repair/replace electrical
- Install energy efficient water heater
- Install solar panels

ESTIMATED COSTS:

\$14,500

FUNDING SOURCE:

ITennis CIP Fund (year five balance) - \$5408
ITennis CIP Fund (year six) - \$9092

ESTIMATED START DATE:

1/1/2016

ESTIMATED COMPLETION DATE:

12/31/2016

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Print Name and Title of Signer

EXHIBIT N

Cultural Resources Assessment Excerpts

Cultural Resources Assessment

Arcadia County Park
405 S. Santa Anita Avenue
Arcadia, Los Angeles County, California



Prepared for:
Los Angeles County Department of Public Works
900 South Fremont Avenue, 5th floor
Alhambra, CA 91803-1331

Prepared by:
Carrie Chasteen
PARSONS
100 W. Walnut Street
Pasadena, CA 91124

REVISED:
December 2010

MANAGEMENT SUMMARY/ABSTRACT

The County of Los Angeles Department of Public Works proposes to renovate or replace the existing competition pool, recreation pool, and bath house (also known as the pool building) at the Norman S. Johnson Aquatics Center (project), within the Arcadia County Park (park), located at 405 South Santa Anita Avenue in the City of Arcadia, Los Angeles County, California. The existing Arcadia County Park aquatics facility was constructed between 1936 and 1938. Various upgrades have been constructed over the years to the aquatics facility, but a comprehensive renovation has not been executed.

To comply with the California Environmental Quality Act (CEQA), a cultural resources survey of the Arcadia County Park was conducted to determine if the park may be considered a historical resource for the purposes of CEQA. The project study area is bounded by: Santa Anita Avenue to the east; Huntington Drive to the north and west; and, Campus Drive to the south. Background research was conducted for the area within a 1/2-mile radius of the project study area at the South Central Coastal Information Center by Carrie Chasteen, Parsons Architectural Historian, on May 17, 2010. Ms. Chasteen meets the Secretary of the Interior's professional qualification standards in the fields of history and architectural history, and has more than 8 years of experience preparing cultural resources studies. The results of the records search identified 19 cultural resources reports previously prepared in the project study area. One of the 19 cultural resources studies, the Arcadia General Plan (1996), overlaps the project study area; the remaining 18 cultural resources studies document resources adjacent to, or outside of, the project study area. Research was also conducted at the Los Angeles Public Library, the Arcadia Public Library, the Los Angeles County Department of Parks and Recreation archives, and with use of the Internet. No known historical resources were previously recorded within the project study area. Buildings and structures within the project study area were photographically documented on May 18, 2010 by Ms. Chasteen. The results of the research and the field study indicate:

- Arcadia County Park is not eligible for listing in the National Register of Historic Places (NRHP), and therefore, is not considered to be a historic property.
- The park is eligible for listing in the California Register of Historical Resources (CRHR) as a historic district under Criterion 1 because of its association with events that have made a significant contribution to the broad patterns of California's history. Of the 25 buildings and structures within the park boundaries, ten are considered to be contributors, and 15 are considered to be non-contributors to the CRHR-eligible historic district. Therefore, the park and its contributors are considered to be historical resources for the purposes of CEQA.
- The bath house and Olympic-sized competition pool were found to be non-contributors to the CRHR-eligible historic district because the building and structure have been substantially altered and no longer retain integrity of design, materials, and workmanship. The bath house and competition pool were determined to not possess sufficient integrity to be considered contributors to the CRHR-eligible historic district and are, therefore, not considered historical resources for the purposes of CEQA.
- The bath house and competition pool are part of the original Works Progress Administration (WPA) buildings and structures located within the park boundaries. Though not contributors to the CRHR-eligible historic district, these resources contribute to the overall character and setting of the park.
- The recreation pool ('wading pool'), constructed in 1955, is altered, and considered a non-contributing structure to the CRHR-eligible historic district. Therefore, the recreation pool is not considered to be a historical resource for the purposes of CEQA.
- The bleachers, which are part of the central grandstand adjacent to the competition pool, were constructed in 1937 as part of the WPA projects in the park, are relatively unaltered and considered a contributing structure to the CRHR-eligible historic district because it is one of the

original WPA buildings and/or structures within the park boundaries. Therefore, the bleachers are considered to be a historical resource for the purposes of CEQA.

Because the competition pool, recreation pool and bath house are considered non-contributing structures to the CRHR-eligible historic district, demolition or alteration of these structures would not result in substantial adverse change to historical resources. However, the project has the potential for indirect substantial adverse changes to the CRHR-eligible historic district. Although demolition or alteration of the competition pool, recreation pool and bath house would not result in loss of contributing historical resources, care must be given to the design of the replacement structures to minimize indirect visual impacts on the historic district. There are two mitigation measures available for demolition of historical resources under CEQA: relocation (which is not a feasible option for the pools); and, design the project in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Buildings (Standards). While the Standards allow for creative reuse of sites, care and caution must be exercised in terms of design, materials, location, scale, and massing.

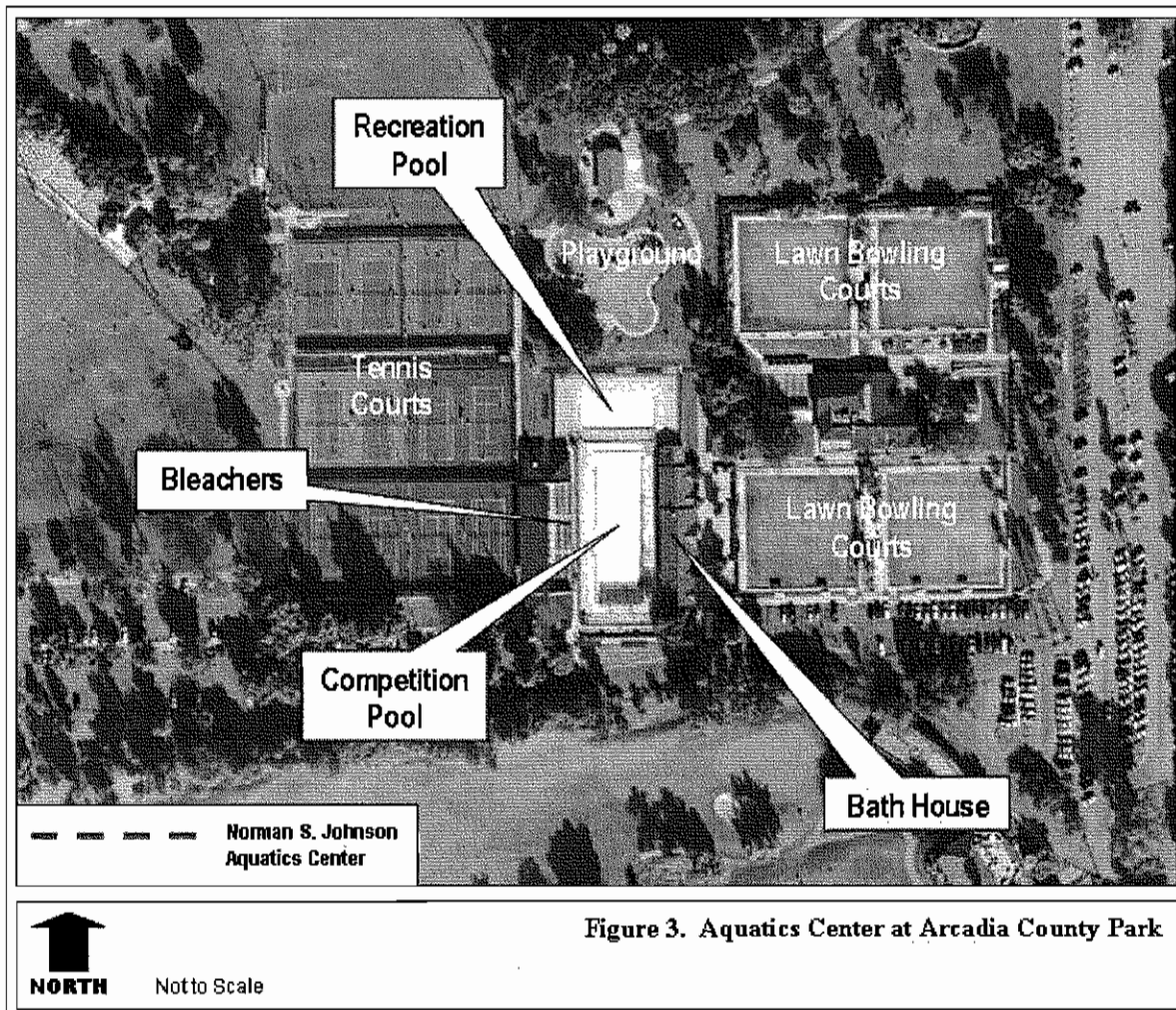


Figure 3. Aquatics Center at Arcadia County Park

Recommended improvements to the aquatics center are as follows:

Architectural: Provide ADA-compliant path of travel. Replace entire bath house in its entirety. Add family dressing room and separate dressing rooms for men and women staff. Provide a staff office with viewing counter/window and triage area. Provide pool item storage capacity, and storage access to pool deck. Add shade structure for public viewing of swimming pool. Add signage and adequate viewable area to entire pool deck(s).

Civil Engineering: Provide positive drainage way from pool deck edge at pool deck areas. Add curb or device to prevent runoff from surrounding park exterior flowing into pool area. Construct a drain in the garbage collection area.

Mechanical: Provide air conditioner and exhaust fan for staff areas, main office, and check-in lobby. Within the public dressing areas and restrooms, provide as much natural ventilation as possible to provide greatest airflow capacity appropriate for these applications.

Electrical: Provide new electrical distribution equipment placed into a dedicated space and away from the presence of chemical elements to avoid corrosion. Provide energy efficient lighting, deck flood lights and event lighting, new communications, new low voltage systems, and new grounding system.

Table 3. Contributing and Non-Contributing Structures at Arcadia County Park

No.	Building, Structure or Object	Date of Construction	WPA Project	CRHR-Eligible Historic District	
				Contributor	Non-Contributor
1	Baseball Grand Stand	1937	■	■	
2	Golf Course	1937	■	■	
3	Tennis Courts	1937	■	■	
4	Tennis Pro Shop/Stadium/Bathroom	1937	■	■	
5	Wading Pool	1955			■
6	The Hiker (statue)	1941		■	
7	Director's Building and Bathroom	1957		■	
8	Bowling Greens	1937	■	■	
9	WPA Walkway and Plaque	1937	■	■	
10	Oak Picnic Area	1937	■	■	
11	Bathroom	1957		■	
12	Park Grounds Keeping Buildings	1973			■
13	Multi-Purpose Field No. 2	1972			■
14	Picnic Area No. 2	1972			■
15	Multi-Purpose Field No. 1	1972			■
16	Competition Swimming Pool	1937	■		■
17	Bath House	1938	■		■
18	Children's Playground	1959			■
19	Golf Pro Shop	1988			■
20	Golf Clubhouse	1988			■
21	Greens Keepers Building	1988			■
22	Senior Citizens' Building	1948			■
23	Senior Center Storage Building	1978			■
24	Storage/Electrical Sheds	1985			■
25	Fountain	1962			■
Total			9	10	15

Note: **Boldface type** indicates buildings or structures located within the Norman S. Johnson Aquatics Center.

7.3 Bath House

The bath house, constructed in 1938, has been altered with removal of windows and other modifications around 1985 followed by construction of an addition in 1990. The building has been substantially altered and does not retain its original appearance. The bath house was determined to not possess sufficient integrity to be considered a contributor to the CRHR-eligible historic district, and is therefore not considered a historical resource for the purposes of CEQA. Demolition of the bath house would not result in a direct substantial adverse change to a historical resource. However, the bath house is one of the original WPA buildings located within the park boundaries. Though not a contributor to the CRHR-eligible historic district, the building contributes to the overall character and setting of the park. Therefore, demolition or alteration of the bath house could result in an indirect substantial adverse change to the CRHR-eligible historic district as a whole.

7.4 Competition Swimming Pool

Constructed in 1937, the Olympic-sized competition pool was altered in 1957, 1975 and 1997 and no longer retains integrity of design, materials and workmanship. This pool was determined to not possess sufficient integrity to be considered a contributor to the CRHR-eligible historic district, and is therefore not considered a historical resource for the purposes of CEQA. Demolition of this pool would not result in a direct adverse change to a historical resource. However, the pool is one of the original WPA structures located within the park boundaries. Though not a contributor to the CRHR-eligible historic district, the structure contributes to the overall character and setting of the park. Therefore, demolition or alteration of the pool could result in an indirect substantial adverse change to the CRHR-eligible historic district as a whole.

7.5 Wading Pool

Constructed in 1955, the recreation (wading) pool was altered by annual repainting since 1960, the addition of steps and replacement of coping in 1965, and removal of its walkway in 1990 to add an ADA path of travel and metal fencing. The wading pool no longer retains integrity of design, materials and workmanship. The wading pool was determined to not possess sufficient integrity to be considered a contributor to the CRHR-eligible historic district, and is therefore not considered a historical resource for the purposes of CEQA. Demolition of this pool would not result in a direct adverse change to a historical resource. Though not a contributor to the CRHR-eligible historic district, the structure contributes to the overall character and setting of the park. Therefore, demolition or alteration of the pool could result in an indirect substantial adverse change to the CRHR-eligible historic district as a whole.

7.6 Bleachers West of the Olympic-Sized Competition Swimming Pool

The bleachers west of the Olympic-sized competition swimming pool are part of the Tennis Pro Shop/Stadium/Bathroom building which is a contributing building to the CRHR-eligible historic district. Thus, the bleachers are considered to be a historical resource for the purposes of CEQA. The bleachers are part of the cast concrete central grandstand used for viewing activities in both the pool and the tennis courts. This complex was constructed in 1937 and is an original WPA building which continues to convey integrity of design, materials, and workmanship. Therefore, demolition or alteration of the bleachers in the central grandstand would result in a direct substantial adverse change to a historical resource and the CRHR-eligible historic district.

8.0 RECOMMENDATIONS

8.1 Bath House, Olympic-Sized Competition Swimming Pool, and Wading Pool

Demolition or alteration of the bath house, Olympic-sized competition swimming pool, and wading pool could result in an indirect substantial adverse change to the CRHR-eligible historic district as a whole. To avoid this impact, the proposed project should be designed in accordance with the Standards¹. These standards provide for four treatments of historic properties: Preservation, Rehabilitation, Restoration, and Reconstruction. With implementation of an appropriate treatment in accordance with the standards and guidelines, the project may be eligible for a Class 31 categorical exemption in accordance with Section 15331 of CEQA Guidelines².

Although demolition or alteration of the competition pool, recreation pool and bath house would not result in loss of contributing historical resources, care must be given to the design of the replacement structures to minimize indirect visual impacts on the historic district. Generally, there are two mitigation measures available for demolition of historical resources under CEQA:

- Relocation (which is not a feasible option for the pools); and,
- Design of the project in compliance with the Standards³.

¹ For further information, see http://www.nps.gov/history/hps/tps/standguide/overview/using_standguide.htm

² Class 31 consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (1995). (Authority cited: Section 21083, Public Resources Code. Reference: Section 21084, Public Resources Code).

³ CEQA Guidelines Section 15064.5(b)(3) states: *Generally, a project that follows the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (1995), Weeks and Grimmer, shall be considered as mitigated to a level of less than a significant impact on the historical resource.*

While the Standards allow for creative reuse of sites, care and caution must be exercised in terms of design, materials, location, scale, and massing.

8.2 Bleachers West of the Olympic-Sized Competition Swimming Pool

Demolition or alteration of the bleachers in the central grandstand would result in a substantial adverse change to the building and the CRHR-eligible historic district. To avoid this impact, the bleachers can be restored or reconstructed in accordance with the Standards. With implementation of an appropriate treatment in accordance with the Standards and guidelines, the project may be eligible for a Class 31 categorical exemption in accordance with Section 15331 of CEQA Guidelines.

8.3 Unanticipated Discovery of Archaeological Materials

In the event that cultural resources are exposed during ground-disturbing activities, construction activities should be temporarily halted (e.g., grading, excavation) in the immediate vicinity of the discovery while the resources are evaluated for significance. Construction activities could continue in other areas. If the discovery proves to be significant, additional work, such as data recovery excavation, may be warranted.

8.4 Unanticipated Discovery of Human Remains

Although unlikely, the discovery of human remains is always a possibility during ground disturbances. State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. The County Coroner must be notified of the find immediately. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine and notify a Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

9.0 REFERENCES

The following publications and sources of information were used during the preparation of this report:

"Arcadia Balloon School" image LAPL00021455 image, Los Angeles public library. Accessed at <http://photos.lapl.org/carlweb/jsp/fullrecord.jsp> on May 17.

"Arcadia County Park- Historical Information" n.d.(no date) n.p. (not published)

Arcadia Woman's Club

1929 Banquet flyer commemorating the opening of Huntington Drive. On file at the Arcadia library.

Arcadian Observer, The

1918 "Swimming Pool and Club House" September.

Bean, Lowell John, and Charles R. Smith

1978 Gabrielino. In: Handbook of North American Indians, Vol. 8, California, Robert F. Heizer (ed.), Smithsonian Institute, Washington D.C.

Cultural Resources Assessment
ARCADIA POOLS/POOL BUILDING RENOVATION PROJECT



Archive #5827, 1959, Public Affairs, Chief Executive Office, County of Los Angeles

State of California ♦ The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DISTRICT RECORD

Primary

HRI

Trinomial

#

Page 1 of 5

*NRHP Status Code 3CB

*Resource Name or # (Assigned by recorder) Arcadia County Park

D1. Historic Name: Arcadia County Park D2. Common Name: Arcadia County Park

*D3. Detailed Description (Discuss overall coherence of the district, its setting, visual characteristics, and minor features. List all elements of district):

The approximately 180 acre park is located within the City of Arcadia. Buildings on the site include a tennis pro shop with stadium and bathroom, a pool house, Olympic-sized swimming pool, a wading pool, senior center, picnic kitchen with picnic area, bathroom, picnic area number 2, park director's office with bathroom, park grounds keepers buildings (2), golf course greens keeper building, golf clubhouse, and golf pro shop. Structures include baseball stadium, 2 modern multi-purpose fields with bleachers, peacock fountain with stone-clad mechanical pit, benches, flower beds, and signage, 4 mechanical/electrical/equipment storage sheds, 4 lawn bowling greens, a shuffle board court, and 3 tennis courts. Landscaping includes winding pathways, mature trees, a golf course, and a rose bed. The park was constructed circa 1938 as a Works Progress Administration (WPA) project numbers 3268, 6984, 9603, and 9934 and W.A. Treadwell was the chief engineer. James Harrison Smith, of the Los Angeles County Surveyors Department, designed the 18-hole golf course.

*D4. Boundary Description (Describe limits of district and attach map showing boundary and district elements.):

The park is bounded by Santa Anita Avenue to the east, Huntington Drive to the north and west, and Campus Drive to the south.

*D5. Boundary Justification:

The park is located within Assessor's parcel number 5775-024-916

D6. Significance: Theme Association with events important in California history

Area: Arcadia, Los Angeles County

Period of Significance: 1938- 1960

Applicable Criteria: 1 (Discuss district's importance in terms of its historical context as defined by theme, period of significance, and geographic scope. Also address the integrity of the district as a whole.)

The City of Arcadia incorporated in 1903 (City of Arcadia 2010). In 1907, at nearly eighty years of age, Lucky Baldwin fulfilled his dream of building a horse racetrack on his property. Arcadia's first racetrack was located within the Arcadia County Park boundaries (within this Project's study area) (Eberly 1953). In 1905, the Pacific Electric Railway opened the Orange Grove Route which successfully brought day trippers to the racetrack and other points of interest in Arcadia. The Orange Grove route ran at a northwest angle past the western edge of the racetrack, and into the heart of Arcadia. The first racetrack was short lived however. In 1909, a state law was passed banning horse racing, and the grand stand was destroyed by fire in 1912 (McAdam and Snider 1981). The park was dedicated on May 14, 1937 (Arcadia County Park n.d.).

World War I broke out in Europe in 1914. Anita Baldwin was active in the war effort, notably participating in the Red Star Society, which cared for wounded animals in the training camps in the United States and abroad (Mitchell 1976). Around 1917-1918, Ms. Baldwin sold the land where the racetrack was located to Los Angeles County, who deeded the land to the United States War Department for use as a balloon training school, named Ross Field (named for Lieutenant Cleo J. Ross, U.S. Balloon Corps, killed in action in France in 1918), which was also popularly known as the "balloon school" (McAdam and Snider 1981). Stables were converted into storehouses and barracks for trainees, and hangers for the balloons, various support buildings and structures such as

*D8. Evaluator: Carrie Chasteen

Date: 5/29/2010

Affiliation and Address: Parsons, 100 W. Walnut Street, Pasadena, CA 91124

State of California & The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 2 of 5 *Resource Name or # (Assigned by recorder) Arcadia County Park
*Recorded by: Carrie Chasteen *Date 5/29/2010 ✓ Continuation Update

D6. Significance Continued:

a post office and latrines, and a pool (known as a "plunge") were constructed. The pool was donated by Ms. Baldwin to the balloon school, and the plunge and bath house were designed by Myron Hunt, a well-known Los Angeles architect (The Arcadian Observer 1918). Other amusements included a sand green golf course, which was taken over by Arcadia citizens and operated it as a successful club (Duron n.d.). The balloons were used in World War I to observe enemy fire and locations. To instruct the students in the element of observation, cadets travelled to the summit of Mount Wilson, where the cadets would spend the day studying the territory, making maps, and observing simulated artillery flashes. Camps were soon constructed on Mount Wilson to cut down on the cadets' travel time. The Arcadia Balloon School was the first to make use of aerial photography, shooting images of the targets that were observed from the balloon (DesChenes 2010). During the course of World War I, the airplane became more reliable as a form of transport, and the use of the balloon soon became obsolete. Following the end of World War I, Ross Field appears to have been unused by the Army, given no information relating to its use was found. The balloon school was demolished in 1932 (Arcadia Balloon School 1932).

The infamous stock market crash in 1929 plunged the United States into the Great Depression, which lasted until the mid- to late-1930s. In an effort to put citizens to work, Franklin D. Roosevelt instituted the New Deal program. One arm of the New Deal was the Works Progress Administration (WPA), which sought to put architects, engineers, artists, and writers to work in an effort to turn around the economy. In 1933, Congressman John J. Hoeppel sponsored a bill which would transfer Ross Field to Los Angeles County for the purposes of creating a park. The bill was finally passed in April of 1935, and the land transfer was completed in July of 1935. WPA project number 6984 began and the ground breaking for the park occurred in February 1936 (Arcadia County Park n.d.). The project was overseen by W.A. Treadwell, County of Los Angeles engineer, and was identified as the largest project in the community (Los Angeles Times 1936).

The park was once again used for military activities. In 1942, the 35th Field Artillery, Headquarters Battery occupied a portion of the park for approximately three months (Arcadia County Park n.d.). Santa Anita Park (State Historical Landmark No. 934) was the site of a Japanese assembly center as a result of Roosevelt's Executive Order number 9066, which resulted in the incarceration of 97, 785 Californians of Japanese decent (State of California 2010). Research indicates the assembly center was limited to the racetrack parking lot and did not spill over into Arcadia County Park. The park has enjoyed civilian status since the close of World War II. The park has hosted several tournaments for a variety of sports, cultural events, and is well-used to date. Therefore, the park appears eligible for listing in the California Register of Historical Resources (CRHR) as a historic district under Criterion 1 for its associations with events important in California history.

***D7. References (Give full citations including the names and addresses of any informants, where possible.):**

"Arcadia Balloon School" image
1932 LAPL00021455 image, Los Angeles public library. Accessed at
<http://photos.lapl.org/carlweb/jsp/fullrecord.jsp> on May 17.

"Arcadia County Park- Historical Information"
n.d. n.p.

City of Arcadia
2010 History of Arcadia. Available at the City of Arcadia Website:
http://www.ci.arcadia.ca.us/templates/printer_version.asp?page=1102. Accessed on
May 12

State of California & The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 5

*Resource Name or # (Assigned by recorder) Arcadia County Park

*Recorded by: Carrie Chasteen

*Date 5/29/2010

✓ Continuation Update

DesChenes, Richard.

2010 "California Aviation History. The Army Balloon School. Ross Field, Arcadia, California." Accessed at: <http://www.militarymuseum.org/BalloonSch.html> on May 12

Duron, Steve

n.d. "Historic Perspectives of Santa Anita Golf Course." On file at the Los Angeles County Parks and Recreation archives.

Eberly, Gordon s.

1953 Arcadia: City of the Santa Anita. Saunder Press, Claremont, California

Los Angeles Times

1936 "Arcadia Park Work Speeded." Sept. 20.

McAdam, Pat and Sandy Snider

1981 Arcadia. Where Ranch and City Meet. Friends of Arcadia Library.

Mitchell, Achie

1976 "Veteran Recalls Balloon Field." Arcadia Tribune. Thursday, July 1, Vol. 46, No. 53

State of California

2010b "California Historical Landmark No. 934: Temporary Detention Camps for Japanese Americans- Santa Anita Assembly Center and Pomona Assembly Center." Accessed at http://www.ohp.parks.gov/?page_id=21427 on May 27.

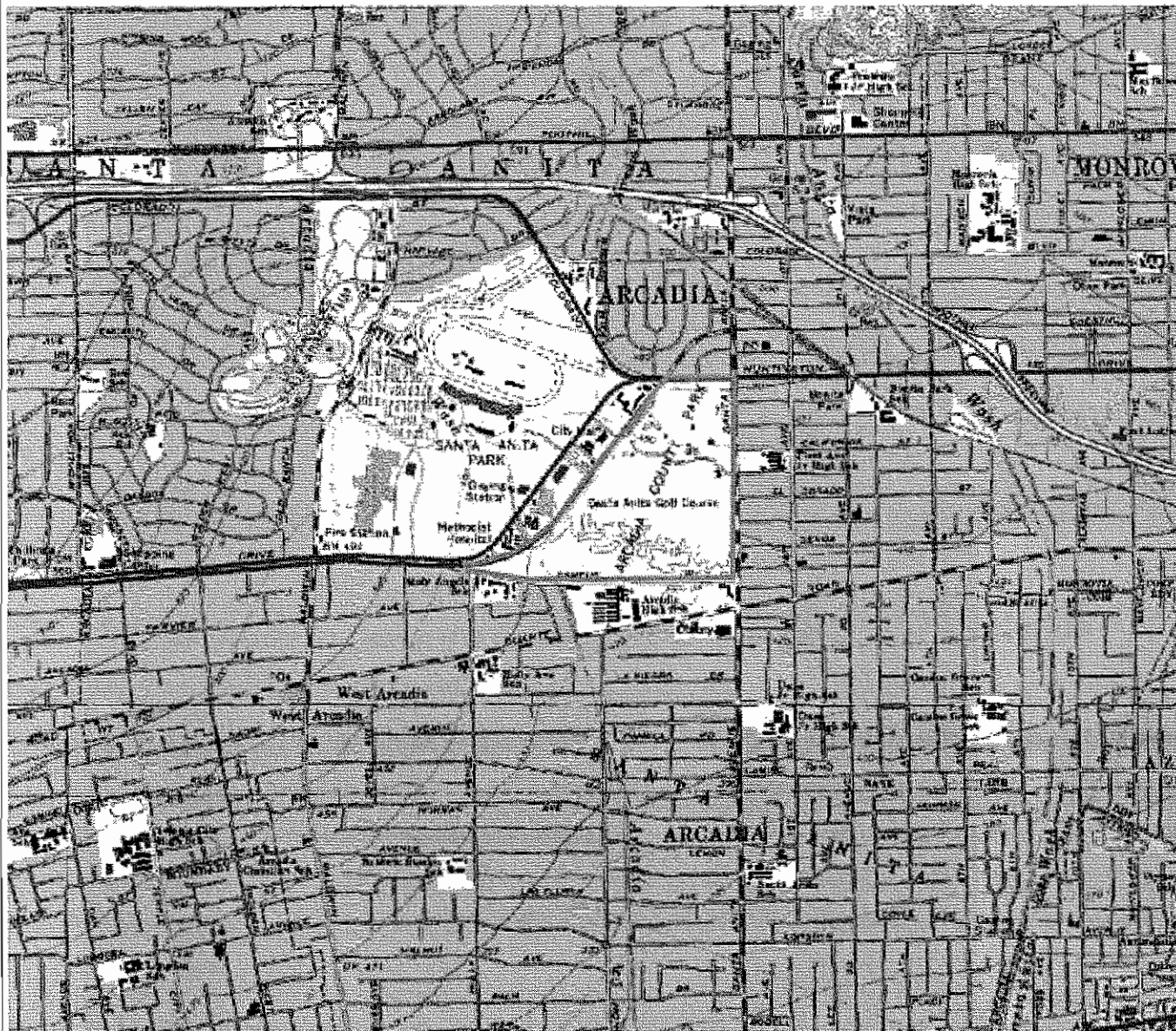
LOCATION MAP

Page 4 of 5 * Resource Name or #: (Assigned by recorder) Arcadia Park

* Map Name: Mt. Wilson

*Scale: 1: 24,000

*Date of Map: 1995



CONTINUATION SHEET

Primary # _____
HR # _____
Trinomial _____
NRHP Status Code _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

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*Recorded by: Carrie Chasteen

☒ Continuation ☐ Update

*Resource Name or # (Assigned by recorder) Arcadia County Park

*Date: 5/28/2010



Legend

☒ Contributor

☐ Noncontributor

PRIMARY RECORD

Primary # _____
HR # _____
Trinomial _____
NRHP Status Code 3CD

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 2

* Resource Name or #: Tennis Courts

P1. Other Identifier: Map Reference No. 3

* P2. Location: ☐ Not for Publication ☒ Unrestricted a. County Los Angeles
b. USGS 7.5' Quad Mt. Wilson Date 1995 T _____; R _____; 1/4 of _____ 1/4 of Sec _____; B.M. _____
c. Address 405 S Santa Anita Ave City Arcadia Zip 91006
d. UTM: (Give more than one for large and/or linear feature) Zone _____, _____ mE/ _____ mN

e. Other Locational Data: (e.g. parcel #, legal description, directions to resource, elevation, additional UTM's, etc. as app
APN: 5775-024-916 Legal Description: Santa Anita Rancho, Tract No. 949 Map Book 5778 Pages 17-13; Tract No. 2409, Map Book 5778 Page 23. The park is bounded by Santa Anita Avenue to the west, Campus Drive to the south, and Huntington Drive to the west and north.

* P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries.)
Currently, three rows of tennis courts are located at Arcadia County Park. The southern and middle rows of four tennis courts (four playing areas per row) were constructed as part of WPA project numbers 3268, 6984, 9603, 9934. The northern row of tennis courts was constructed in 1968. The tennis courts are of typical design and construction materials. The WPA tennis courts were resurfaced in 1950. Though resurfaced in 1950, the original WPA tennis courts are still used as originally intended and convey the history of the park. Therefore the southerly and middle tennis courts are contributors to the CRHR-eligible historic district. The northerly tennis courts have not achieved 50 years of age, and therefore, does not contribute to the CRHR-eligible historic district.

* P3b. Resource Attributes: (List attributes and codes) HP35 CCC/WPA property

* P4. Resources Present: ☐ Building ☒ Structure ☐ Object ☐ Site ☒ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects)



P5b. Description of Photo: (View, date, etc.)

Facing northwest; Photo P1040300.jpg;
example of a typical WPA tennis court

* P6. Date Constructed/Age and Sources:

☐ Prehistoric ☒ Historic ☐ Both

1937 LA County Parks and Rec

* P7. Owner and Address:

Los Angeles County Department of
Parks and Recreation

C--County

* P8. Recorded by: (Name, affiliation, address)

Carrie Chasteen

Parsons

100 W. Walnut St.

Pasadena, CA 91124

* P9. Date Recorded: 5/27/2010

* P10. Survey Type: (Describe)

Intensive Level Survey

CEQA Compliance

P--Project Review

* P11. Report Citation: (Cite survey report/other sources or "none") Cultural Resources Assessment, Arcadia Pool/Pool Building Renovation Project

* Attachments: ☐ NONE ☐ Location Map ☐ Sketch Map ☒ Continuation Sheet ☐ Building, Structure, and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record ☐ Artifact Record
☐ Photograph Record ☐ Other: (List) _____

Primary # _____

HR # _____

Trinomial _____

CONTINUATION SHEET

Page 2 of 2 * Resource Name or #: (Assigned by recorder) Tennis Courts

* Recorded by: Carrie Chasteen

* Date: 5/27/2010

☒ Continuation

☐ Update

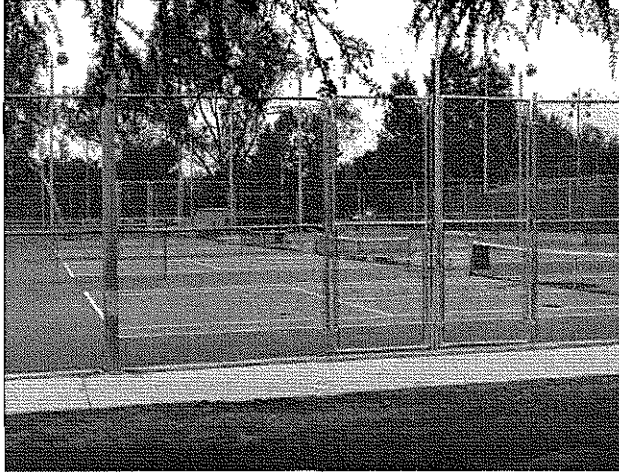


Photo P1040306.jpg/View of northerly tennis court

Primary # _____
HR # _____
Trinomial _____
NRHP Status Code 3CD

PRIMARY RECORD

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 3

* Resource Name or #: Tennis Pro Shop/Stadium/Bathroom

P1. Other Identifier: Map Reference No. 4

* P2. Location: ☐ Not for Publication ☒ Unrestricted a. County Los Angeles
b. USGS 7.5' Quad Mt. Wilson Date 1995 T. _____; R. _____ 1/4 of _____ 1/4 of Sec. _____; B.M. _____
c. Address 405 S Santa Anita Ave City Arcadia Zip 91006
d. UTM: (Give more than one for large and/or linear feature) Zone _____, _____ mE/ _____ mN

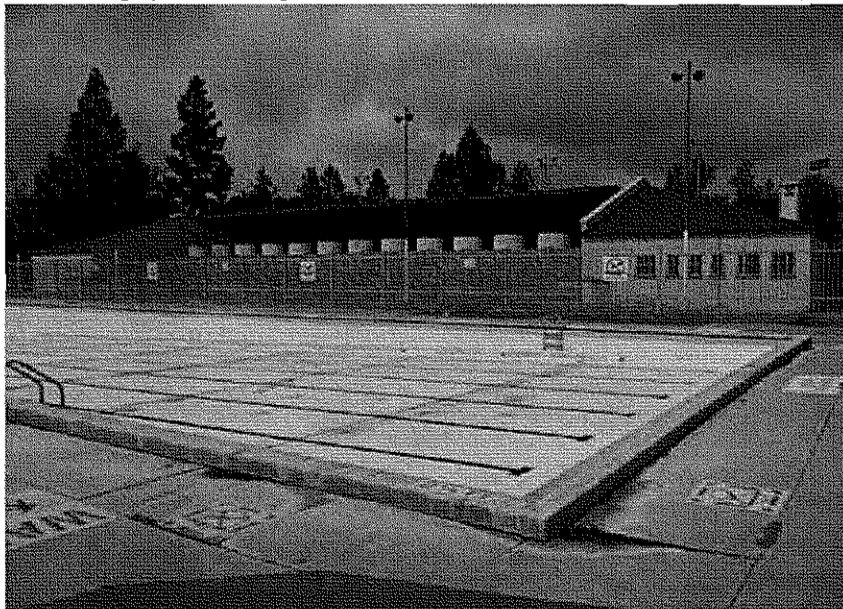
e. Other Locational Data: (e.g. parcel #, legal description, directions to resource, elevation, additional UTM's, etc. as app
APN: 5775-024-916 Legal Description: Santa Anita Rancho, Tract No. 949 Map Book 5778 Pages 17-13; Tract No.
2409, Map Book 5778 Page 23. The park is bounded by Santa Anita Avenue to the west, Campus Drive to the south, and
Huntington Drive to the west and north.

* P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries.)
The building consists of three bays: the tennis pro shop on the southern end, the central grandstand which is on both sides of the building for use by both the pool and the tennis courts, and the bathroom is located on the north end of the building. The Spanish Colonial Revival tennis pro shop is one-story. The hipped roof is clad in composition, which is an alteration. The exterior walls are clad in smooth textured stucco. The windows on the southern façade (see continuation sheet) are the original 3/3 wood sash windows. The windows and entry door of the tennis pro shop (western elevation) were enlarged and reconfigured in 1973. A cast concrete grandstand fronts both the east and west elevations in order to provide seating for the tennis courts and the pool (see continuation sheet). The grandstand is characterized by cast concrete with large aggregate, and the wood benches likely deteriorated prior to being replaced with fiberglass benches on the tennis court (west) side. The benches facing the pool (east) side were removed at an unknown date. The concrete columns at the apex of the grandstand originally supported a pergola, which was removed in 1956, and a sunshade was installed on the west face of the grandstand in 1973. The bathroom is located at the north end of the building. The hipped roof with clad in composition shingles, which is an alteration. The exterior walls are clad in smooth stucco. The 3/3 wood windows remain. The entrances to the Mens and Womens restrooms are recessed and the roof overhangs to shelter the entryway (see continuation sheet).

* P3b. Resource Attributes: (List attributes and codes) HP35 CCC/WPA property

* P4. Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☒ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects)



P5b. Description of Photo: (View, date, etc.)
Facing W SW; Photo No. P1040252.jpg;
5/18/2010

* P6. Date Constructed/Age and Sources:
☐ Prehistoric ☒ Historic ☐ Both

1937 LA County Parks and Rec

* P7. Owner and Address:
Los Angeles County Department of
Parks and Recreation

C--County

* P8. Recorded by: (Name, affiliation, address)
Carrie Chasteen

Parsons
100 W. Walnut St.
Pasadena, CA 91124

* P9. Date Recorded: 5/27/2010

* P10. Survey Type: (Describe)
Intensive Level Survey

CEQA Compliance

P--Project Review

* P11. Report Citation: (Cite survey report/other sources or "none") Cultural Resources Assessment. Arcadia Pool/Pool
Building Renovation Project

* Attachments: ☐ NONE ☐ Location Map ☐ Sketch Map ☒ Continuation Sheet ☐ Building, Structure, and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record ☐ Artifact Record
☐ Photograph Record ☐ Other: (List) _____

Primary # _____

HR # _____

Trinomial _____

CONTINUATION SHEET

Page 2 of 3 * Resource Name or #: (Assigned by recorder) Tennis Pro Shop/Stadium/Bathroom

* Recorded by: Carrie Chasteen

* Date: 5/27/2010

☒ Continuation

☐ Update

P3. Description Continued: Though the building has been altered with minor changes, it is an original WPA building which generally conveys integrity of design, materials, and workmanship. Therefore, it contributes to the CRHR-eligible historic district.

CONTINUATION SHEET

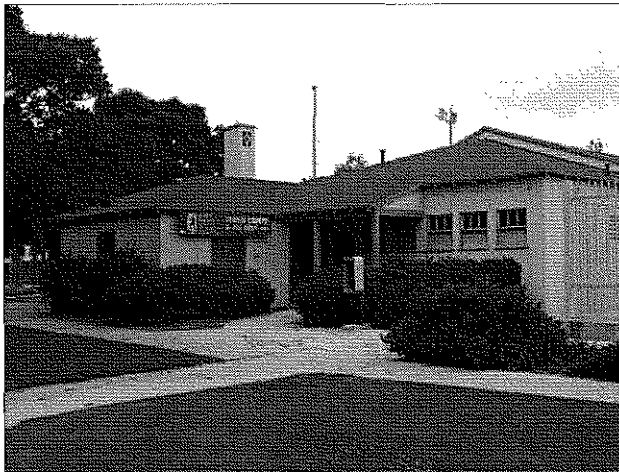
Primary # _____
HR # _____
Trinomial _____

Page 3 of 3 * Resource Name or #: (Assigned by recorder) Tennis Pro Shop/Stadium/Bathroom

* Recorded by: Carrie Chasteen

* Date: 5/27/2010

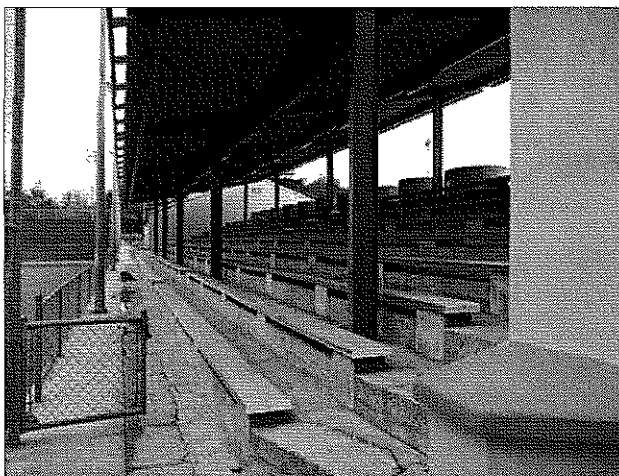
☒ Continuation ☐ Update



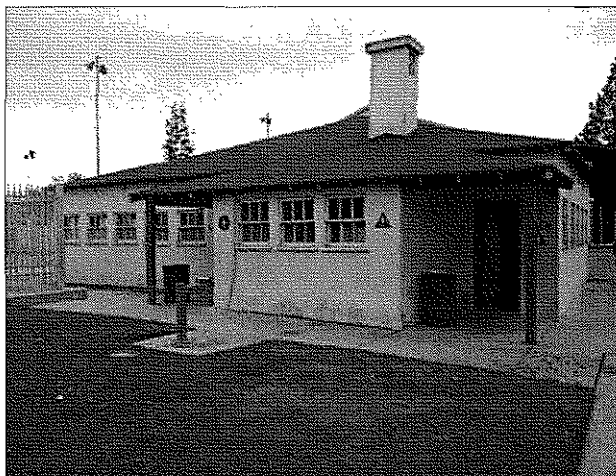
Facing NW; Photo No. P1040295.jpg



View of the tennis shop; Photo No. P1040296.jpg



View of the western side (tennis) of the grandstand



North elevation; Photo No. P1040302.jpg

